

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 17th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby award bid 26-28MAY14 – Erosion Control Services Term & Supply to JC Landscaping, LLC for maintenance work as needed.

The terms of the bid award are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

Done this 17th day of July, 2014.

ATTEST:

Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission

Daniel K. Atwill
Daniel K. Atwill
Presiding Commissioner

Absent
Karen M. Miller
District I Commissioner

Janet M. Thompson
Janet M. Thompson
District II Commissioner

346-2014

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash Street, Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders, CPPB *ES*
DATE: July 9, 2014
RE: 26-28MAY14 Erosion Control Services- Term & Supply

Request for Bid for Erosion Control Services closed 2:00 pm Monday, June 9, 2014 with two bid responses received: Michael Small (d/b/a Custom Fence) and JC Landscaping. The RFB contained two pricing sections: one section with prices for maintenance work, one section with prices for work whenever use of prevailing wage is required. JC Landscaping provided unit costs for Pricing I (prices for maintenance work), whereas Custom Fence provided costs for Pricing II only. Recommendation is to award JC Landscaping a contract utilizing the unit costs in Pricing I for maintenance work as needed.

Purchasing, Public Works, and Resource Management request permission to award a Term and Supply contract to JC Landscaping for Pricing I for an initial 12-month term ending June 30, 2015 with option for three 12-month renewal periods, each renewal to be exercised separately at discretion of the County. This contract will be used countywide on an 'as needed' basis. No requisitions are included at this time.

Attached is a copy of the bid tabulation for your review.

Attachment: Bid Tabulation

cc: Chet Dunn, Public Works
Greg Edington, Public Works
Derin Campbell, Resource Management
Bid File

REQUEST FOR BID- 26-28MAY14 EROSION CONTROL SERVICES

RECEIVED NY. COUNTY ENGINEER
6-9-14

PRICING I	Maintenance type work	JC LANDSCAPING, LLC			MICHAEL SMALL (Custom Fence)			
	Item	Description	Unit	Estimated Units	Unit Price	Unit	Estimated Units	Unit Price
4.8.1	Silt Fence	LF		\$ 1.75	LF			
4.8.2	Lime, Fertilizer, Seed, & Type 1 Mulch (Veg)	AC		\$ 1,200.00	AC			
4.8.3	Lime, Fertilizer, Seed, & Type 2 Mulch (Veg w/asphalt Emulsion)	AC		N/A	AC			
4.8.4	Lime, Fertilizer, Seed & Type 2 Mulch (Veg w/an Overspray)	AC		\$ 1,500.00	AC			
4.8.5	Biodegradable blanket-North Amer Green S75BN	SY		\$ 3.22	SY			
4.8.6	Biodegradable Blanket-North Amer Green S150 BN	SY		\$ 3.57	SY			
4.8.7	Biodegradable Blanket-North Amer Green SC50 BN	SY		\$ 3.64	SY			
4.8.8	Biodegradable Blanket-North Amer Green C125 BN	SY		\$ 3.84	SY			
4.8.9	Long Term Degradable Blanket-North Amer Green SC150	SY		\$ 3.22	SY			
4.8.10	Long Term Degradable Blanket-North Amer Green C125	SY		\$ 3.62	SY			
4.8.11	Turf Reinforcement Mat-North Amer Green P300 TRM	SY		\$ 5.62	SY			
4.8.12	Turf Reinforcement Mat-North Amer Green C350 TRM	SY		\$ 6.64	SY			
4.8.13	Composite Reinforcement Mat-North Amer Green SC250	SY		\$ 5.85	SY			
4.8.14	Composite Reinforcement Mat-North Amer Green C350	SY		\$ 7.00	SY			
4.8.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ 30.00	EA			
4.8.16	Triangular silt dike ditch checks (7' long)	EA		\$ 70.00	EA			
4.8.17	Straw Wattles	LF	9 inches	\$ 2.50	LF			
4.8.18	GRAND TOTAL			\$ 2,870.47				Pricing Not Included With Bid Response

346-2014

REQUEST FOR BID - 26-28MAY14 EROSION CONTROL SERVICES
 UNIT COSTS WITH RENEWAL INCREASES APPLIED

346-2014

PRICING II Item	Using Prevailing Wage Rates	JC LANDSCAPING LLC			1st Year Renewal 0%	2nd Year Renewal 0%	3rd Year Renewal 0%
	Description	Unit	Estimated Units	Unit Price	Unit Price	Unit Price	Unit Price
4.9.1	Silt Fence	LF		\$ 1.95	\$ 1.95	\$ 1.95	\$ 1.95
4.9.2	Lime, Fertilizer, Seed, & Type 1 Mulch (Veg)	AC		\$ 1,700.00	\$ 1,700.00	\$ 1,700.00	\$ 1,700.00
4.9.3	Mulch (Veg w/asphalt Emulsion)	AC		N/A	N/A	N/A	N/A
4.9.4	Lime, Fertilizer, Seed & Type 2 Mulch (Veg w/an Overspray)	AC		\$ 2,000.00	\$ 2,000.00	\$ 2,000.00	\$ 2,000.00
4.9.5	Biodegradable blanket-North Amer Green S75BN	SY		\$ 3.97	\$ 3.97	\$ 3.97	\$ 3.97
4.9.6	Biodegradable Blanket-North Amer Green S150 BN	SY		\$ 4.32	\$ 4.32	\$ 4.32	\$ 4.32
4.9.7	Biodegradable Blanket-North Amer Green SC50 BN	SY		\$ 4.39	\$ 4.39	\$ 4.39	\$ 4.39
4.9.8	Biodegradable Blanket-North Amer Green C125 BN	SY		\$ 4.59	\$ 4.59	\$ 4.59	\$ 4.59
4.9.9	Long Term Degradable Blanket- North Amer Green SC150	SY		\$ 3.97	\$ 3.97	\$ 3.97	\$ 3.97
4.9.10	Long Term Degradable Blanket- North Amer Green C125	SY		\$ 4.37	\$ 4.37	\$ 4.37	\$ 4.37
4.9.11	Turf Reinforcement Mat-North Amer Green P300 TRM	SY		\$ 3.37	\$ 3.37	\$ 3.37	\$ 3.37
4.9.12	Turf Reinforcement Mat-North Amer Green C350 TRM	SY		\$ 7.39	\$ 7.39	\$ 7.39	\$ 7.39
4.9.13	Composite Reinforcement Mat- North Amer Green SC250	SY		\$ 6.60	\$ 6.60	\$ 6.60	\$ 6.60
4.9.14	Composite Reinforcement Mat- North Amer Green C350	SY		\$ 7.75	\$ 7.75	\$ 7.75	\$ 7.75
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ 40.00	\$ 40.00	\$ 40.00	\$ 40.00
4.9.16	Triangular silt dike ditch checks (7' long)	EA		\$ 80.00	\$ 80.00	\$ 80.00	\$ 80.00
4.9.17	Straw Wattles	LF	9 inch	\$ 3.00	\$ 3.00	\$ 3.00	\$ 3.00
GRAND TOTALS				\$ 3,899.67	\$ 3,899.67	\$ 3,899.67	\$ 3,899.67

PRICING II	Use Prevailing Wage Rates	JC LANDSCAPING, LLC			MICHAEL SMALL (Custom Fence)			
	Item	Description	Unit	Estimated Units	Unit Price	Unit	Estimated Units	Unit Price
4.9.1	Silt Fence		LF		\$ 1.95	LF		\$ 2.50
4.9.2	Lime, Fertilizer, Seed, & Type 1 Mulch (Veg)		AC		\$ 1,700.00	AC		\$ 1,250.00
4.9.3	Lime, Fertilizer, Seed, & Type 2 Mulch (Veg w/asphalt Emulsion)		AC		N/A	AC		blank
4.9.4	Lime, Fertilizer, Seed & Type 2 Mulch (Veg w/an Overspray)		AC		\$ 2,000.00	AC		\$ 1,400.00
4.9.5	Biodegradable blanket-North Amer Green S75BN		SY		\$ 3.97	SY		\$ 2.00
4.9.6	Biodegradable Blanket-North Amer Green S150 BN		SY		\$ 4.32	SY		\$ 2.25
4.9.7	Biodegradable Blanket-North Amer Green SC50 BN		SY		\$ 4.39	SY		\$ 2.00
4.9.8	Biodegradable Blanket-North Amer Green C125 BN		SY		\$ 4.59	SY		\$ 2.35
4.9.9	Long Term Degradable Blanket-North Amer Green SC150		SY		\$ 3.97	SY		\$ 3.00
4.9.10	Long Term Degradable Blanket-North Amer Green C125		SY		\$ 4.37	SY		\$ 3.00
4.9.11	Turf Reinforcement Mat-North Amer Green P300 TRM		SY		\$ 3.37	SY		\$ 3.50
4.9.12	Turf Reinforcement Mat-North Amer Green C350 TRM		SY		\$ 7.39	SY		\$ 3.50
4.9.13	Composite Reinforcement Mat-North Amer Green SC250		SY		\$ 6.60	SY		\$ 3.00
4.9.14	Composite Reinforcement Mat-North Amer Green C350		SY		\$ 7.75	SY		\$ 3.75
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)		EA		\$ 40.00	EA		\$ 150.00
4.9.16	Triangular silt dike ditch checks (7' long)		EA		\$ 80.00	EA		\$ 65.00
4.9.17	Straw Wattles		LF	9 inch	\$ 3.00	LF	(each)	\$ 65.00
4.9.18	GRAND TOTAL				\$ 3,899.67			\$ 2,960.85
4.10	Max % Increase for Renewals		Max % Increase for Renewals			Max % Increase for Renewals		
4.10.1			0% 1st Renewal Year			2% 1st Renewal Year		
4.10.2			0% 2nd Renewal Year			2% 2nd Renewal Year		
4.10.3			0% 3rd Renewal Year			2% 3rd Renewal Year		
4.11	Number of days notice needed prior to expected Install:		_____ Days			5 Days		
4.12	Number of crews to cover multiple projects:		2 crews, 2 men/crew			1, 3 laborers		
4.13	Cooperative Purchasing?		Yes			Yes		

REQUEST FOR BID - 26-28MAY14 EROSION CONTROL SERVICES
 UNIT COSTS WITH RENEWAL INCREASES APPLIED

246-2014

PRICING II Item	Using Prevailing Wage Rates	MICHAEL SMALL (Custom Fence)			1st Renewal Year 2%	2nd Renewal Year 2%	3rd Renewal Year 2%
	Description	Unit	Estimated Units	Unit Price	Unit Price	Unit Price	Unit Price
4.9.1	Silt Fence	LF		\$ 2.50	\$ 2.55	\$ 2.60	\$ 2.65
4.9.2	Lime, Fertilizer, Seed, & Type 1 Mulch (Veg)	AC		\$ 1,250.00	\$ 1,275.00	\$ 1,300.50	\$ 1,326.51
4.9.3	Lime, Fertilizer, Seed, & Type 2 Mulch (Veg w/asphalt Emulsion)	AC		blank	blank	blank	blank
4.9.4	Lime, Fertilizer, Seed & Type 2 Mulch (Veg w/an Overspray)	AC		\$ 1,400.00	\$ 1,428.00	\$ 1,456.56	\$ 1,485.69
4.9.5	Biodegradable blanket-North Amer Green S75BN	SY		\$ 2.00	\$ 2.04	\$ 2.08	\$ 2.12
4.9.6	Biodegradable Blanket-North Amer Green S150 BN	SY		\$ 2.25	\$ 2.30	\$ 2.34	\$ 2.39
4.9.7	Biodegradable Blanket-North Amer Green SC50 BN	SY		\$ 2.00	\$ 2.04	\$ 2.08	\$ 2.12
4.9.8	Biodegradable Blanket-North Amer Green C125 BN	SY		\$ 2.35	\$ 2.40	\$ 2.45	\$ 2.50
4.9.9	Long Term Degradable Blanket- North Amer Green SC150	SY		\$ 3.00	\$ 3.06	\$ 3.12	\$ 3.18
4.9.10	Long Term Degradable Blanket- North Amer Green C125	SY		\$ 3.00	\$ 3.06	\$ 3.12	\$ 3.18
4.9.11	Turf Reinforcement Mat-North Amer Green P300 TRM	SY		\$ 3.50	\$ 3.57	\$ 3.64	\$ 3.71
4.9.12	Turf Reinforcement Mat-North Amer Green C350 TRM	SY		\$ 3.50	\$ 3.57	\$ 3.64	\$ 3.71
4.9.13	Composite Reinforcement Mat- North Amer Green SC250	SY		\$ 3.00	\$ 3.06	\$ 3.12	\$ 3.18
4.9.14	Composite Reinforcement Mat- North Amer Green C350	SY		\$ 3.75	\$ 3.83	\$ 3.90	\$ 3.98
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ 150.00	\$ 153.00	\$ 156.06	\$ 159.18
4.9.16	Triangular silt dike ditch checks (7' long)	EA		\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98
4.9.17	Straw Wattles	LF	Quoted 'each'	\$ 65.00	\$ 66.30	\$ 67.63	\$ 68.98
	GRAND TOTALS			\$ 2,960.85	\$ 3,020.08	\$ 3,080.47	\$ 3,142.06

**PURCHASE AGREEMENT
FOR
Erosion Control Services Term and Supply**

THIS AGREEMENT dated the 17th day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein "County" and **JC Landscaping, LLC.**, herein "Contractor".

IN CONSIDERATION of the parties' performance of the respective obligations contained herein, the parties agree as follows:

1. Contract Documents - This agreement shall consist of this Purchase Agreement for EROSION CONTROL SERVICES TERM AND SUPPLY; County of Boone Request for Bid **26-28MAY14**, including the Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, Addenda 1 and 2, and the Contractor's bid response dated May 27, 2014; and executed by Jeff Cook, owner of JC Landscaping, as Contractor. All such documents shall constitute the contract documents, which are attached hereto and incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, County's RFB Introduction and General Conditions of Bidding, Primary Specifications, Response Presentation and Review, the un-executed Response Form, Standard Terms and Conditions, and any applicable addenda shall prevail and control over the Contractor's bid response.

2. Contract Duration - This agreement shall commence on the **date of award written above** and extend through **June 30, 2015** subject to the provisions for termination specified below. This agreement may be extended beyond the expiration date by the order of the county for **three (3) additional one (1) year periods** subject to the pricing clauses in the contractor's RFB response, and thereafter on a month to month basis in the event the County is unable to re-bid and/or award a new contract prior to the expiration date after exercising diligent efforts to do so or not.

3. Purchase - The County agrees to purchase from the Contractor and the Contractor agrees to supply the County all items/services per the bid specifications and Contractor's bid response for **PRICING I**, and in conformity with the contract documents for the prices set forth in the Contractor's bid response, as needed and as ordered by County.

4. Billing and Payment - All billing shall be invoiced to the Boone County Public Works and billings may only include the prices listed in the Contractor's bid response. No additional fees or extra services not included in the bid response or taxes shall be included as additional charges in excess of the charges in the Contractor's bid response to the specifications. The County agrees to pay all correct monthly invoices within thirty days of receipt; Contractor agrees to honor any cash or prompt payment discounts offered in its bid response if county makes payment as provided therein. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Contractor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

6. Binding Effect - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.

7. Entire Agreement - This agreement constitutes the entire agreement between the parties and supersedes any prior negotiations, written or verbal, and any other bid or bid specification or contractual agreement. This agreement may only be amended by a signed writing executed with the same formality as this agreement.

8. Termination - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

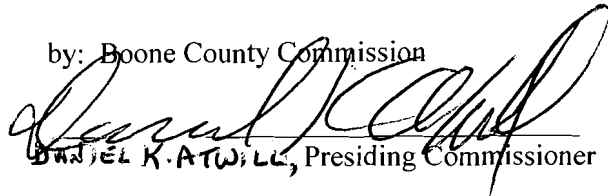
- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

JC LANDSCAPING, LLC.

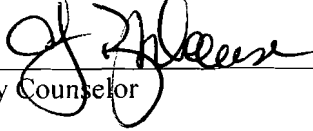
BOONE COUNTY, MISSOURI

by JH Cook
 title OWNER
 address 4550 N BOOTH LN
ROCHEPORT MO 65279

by: Boone County Commission

 DANIEL K. ATWELL, Presiding Commissioner

APPROVED AS TO FORM:

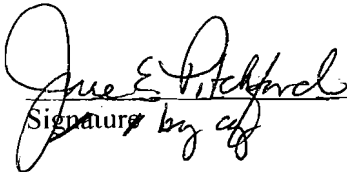
ATTEST:


 County Counselor


 Wendy S. Noren, County Clerk

AUDITOR CERTIFICATION

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


 Signature by aff

7/16/14
 Date

Term + Supply - No Regs
No Encumbrance Required
 Appropriation Account

RFB 26-28MAY14- EROSION CONTROL SERVICES
JC LANDSCAPING BID RESPONSE



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #1 - Issued May 20, 2014


This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum should be acknowledged and submitted with Bidder's Response Form.

CLARIFICATION: The purpose of this Request for Bid is to seek bid offers from qualified vendors to provide Boone County with applications of the following products. Successful bidder will provide the products necessary for the applications. Products listed in the RFB are: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing. Specifications for the products listed are contained in the RFB.

This contract will provide for product applications in the performance of maintenance work, and also for applications in the performance of work associated with projects with prevailing wage requirements. Refer to Instructions to Bidders, Contract Conditions, and Response Form, Pages 18 through 20.

All bid contents of the RFB remain unchanged and in full force and effect, together with the clarification stated in this Addendum #1.

By:


Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid 26-28MAY14 – Erosion Control Services, receipt of which is hereby acknowledged:

Company Name:

JC LANDSCAPING LLC

Address:

4550 N. BOOTH LN

Phone Number: 573-234-1335

Fax Number: 573-234-1338

Authorized Representative Signature:

Jeff Cook

Date: 5-27-14

Authorized Representative Printed Name:

JEFF COOK

4. **Response Form**

- 1. Company Name: AC LAND SCAPING LLC
- 4.2. Address: 4550 N. BOOTH LN
- 4.3. City/Zip: ROCKPORT MD 20877
- 4.4. Phone Number: 573-234-1335
- 4.5. Fax: 573-234-1338
- 4.6. E-mail: JCOOK9255@AOL.COM
- 4.7. Federal Tax ID: 43-1783684
- 4.7.1. Corporation
- Partnership - Name _____
- Individual/Proprietorship - Individual Name _____
- Other (Specify) LLC

4.8. **PRICING I (applications in the performance of maintenance type work)**

	Description – Materials in Place	Unit	Estimated Units	Unit Price	Total
4.8.1.	Silt Fence	LF		\$ <u>1.75</u>	\$
4.8.2.	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$ <u>1200.00</u>	\$
4.8.3.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$ <u>N/A</u>	\$
4.8.4.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/ an Overspray)	AC		\$ <u>1500.00</u>	\$
4.8.5.	Biodegradable Blanket-North American Green S75BN	SY		\$ <u>3.22</u>	\$
4.8.6.	Biodegradable Blanket – North American Green S150 BN	SY		\$ <u>3.57</u>	\$
4.8.7.	Biodegradable Blanket – North American Green SC50 BN	SY		\$ <u>3.64</u>	\$
4.8.8.	Biodegradable Blanket – North American Green C125 BN	SY		\$ <u>3.84</u>	\$
4.8.9.	Long Term Degradable Blanket – North American Green SC150	SY		\$ <u>3.22</u>	\$
4.8.10.	Long Term Degradable Blanket – North American Green C125	SY		\$ <u>3.62</u>	\$
4.8.11.	Turf Reinforcement Mat – North American Green P300 TRM	SY		\$ <u>5.62</u>	\$
4.8.12.	Turf Reinforcement Mat – North American Green C350 TRM	SY		\$ <u>6.64</u>	\$
4.8.13.	Composite Reinforcement Mat – North American Green SC250	SY		\$ <u>5.85</u>	\$
4.8.14.	Composite Reinforcement Mat – North American Green C350	SY		\$ <u>7.00</u>	\$
4.8.15.	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ <u>30.00</u>	\$
4.8.16.	Triangular silt dike ditch checks (7' long)	EA		\$ <u>70.00</u>	\$
4.8.17.	Straw Wattles <u>9"</u>	LF		\$ <u>2.50</u>	\$
4.8.18.	GRAND TOTAL				\$ _____

4.9 **PRICING II** (to include prevailing wage labor rates, per Prevailing Wage Order #20 attached to this bid), in the event services requested require compliance with state prevailing wage laws.

	Description -materials in place	Unit	Estimated Units	Unit Price	Total
4.9.1	Silt Fence	LF		\$ 125	\$
4.9.2	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$ 1700 ⁰⁰	\$
4.9.3	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		N/A	\$
4.9.4	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/an Overspray)	AC		\$ 2000 ⁰⁰	\$
4.9.5	Biodegradable Blanket-North American Green S75BN	SY		\$ 327	\$
4.9.6	Biodegradable Blanket-North American Green S150 BN	SY		\$ 432	\$
4.9.7	Biodegradable Blanket-North American Green SC50 BN	SY		\$ 433	\$
4.9.8	Biodegradable Blanket-North American Green C125 BN	SY		\$ 459	\$
4.9.9	Long Term Degradable Blanket-North American Green SC150	SY		\$ 327	\$
4.9.10	Long Term Degradable Blanket-North American Green C125	SY		\$ 437	\$
4.9.11	Turf Reinforcement Mat- North American Green P300 TRM	SY		\$ 337	\$
4.9.12	Turf Reinforcement Mat-North American Green C350 TRM	SY		\$ 737	\$
4.9.13	Composite Reinforcement Mat-North American Green SC250	SY		\$ 660	\$
4.9.14	Composite Reinforcement Mat-North American Green C350	SY		\$ 775	\$
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ 40 ⁰⁰	\$
4.9.16	Triangular silt dike ditch checks (7 ft long)	EA		\$ 80 ⁰⁰	\$
4.9.17	Straw Wattles 9"	EA		\$ 320	\$
4.9.18	GRAND TOTAL				\$

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. 0 % 1st Renewal Year

4.10.2. 0 % 2nd Renewal Year

4.10.3. 0 % 3rd Renewal Year

Please quote the number of days notice that must be provided prior to expected installation: _____ days. In the event the primary contractor cannot meet the expected obligation, a secondary contractor will be

4.11. issued the project.

It is anticipated that the county will have several projects going on simultaneously during the construction season. List number of 'crews', and number of people per crew, you have to cover multiple projects.

4.12. 2 CREWS - 2 MEN PER CREW

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.13. X Yes No

4.14. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign By Hand):

Jeff Cook Date: 5.27.14

Print Name and Title of Authorized Representative

JEFF COOK OWNER



"No Bid" Response Form

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

"NO BID RESPONSE FORM"

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list for this service/commodity, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this "No Bid" Response Form to our office, the FAX number is (573) 886-4390.

Bid: 26-28MAY14 – EROSION CONTROL SERVICES

Business Name: _____

Address: _____

Handwritten signature: M/A

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: JC LANDSCAPING LLC
2. Business Address: 4550 N. BOOTH LN ROCHEPORT MO 65279
3. When Organized: 1995
4. When Incorporated: N/A 5. List federal tax identification number: 43-1783684
If not incorporated, state type of business (sole proprietor, partnership, or other) LLC
6. Number of years engaged in business under present firm name: 19 YEARS
7. If you have done business under a different name, please give name and business location under that name: N/A
8. Percent of work done by own staff: 100%
9. Have you ever failed to complete any work awarded to your company? If so, where and why? N/A
10. Have you ever defaulted on a contract? N/A If so, give details: _____
11. List of contracts completed within the last four years, including value of each: See Exhibit A next page
SEE PAGE 9
12. List of projects currently in progress: SCOTT BLVD, 24" WATER MAIN FOR CITY OF
COLUMBIA, NUMBER OF PROJECTS FOR ENERGY SAVING AROUND BOONVILLE COUNTY

* Attach additional sheets as necessary *

STATEMENT OF BIDDER'S
QUALIFICATIONS

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. **Prior Services Performed for:**

Company Name: *BOONE COUNTY*
Address: *613 E. ASH ST. COLUMBIA MO.*
Contact Name: *BOONE COUNTY*
Telephone Number:

Date of Contract: *7-1-2011*
Length of Contract: *3 YEARS*

Description of Prior Services (include dates):

EROSION AND SEDIMENT CONTROL ON A NUMBER OF PROJECTS THROUGH OUT THE COUNTY

2. **Prior Services Performed for:**

Company Name: *CITY OF COLUMBIA*
Address: *1615 BUS. LOOP 70 WEST COLUMBIA MO*
Contact Name: *CITY OF COLUMBIA, PARKS DEPT.*
Telephone Number: *874-7460*

Date of Contract: *7-1-2011*
Length of Contract: *3 YEARS*

Description of Prior Services (include dates):

EROSION AND SEDIMENT CONTROL ON A NUMBER OF PROJECTS THROUGH OUT THE PARKS IN COLUMBIA

3. **Prior Services Performed for:**

Company Name: *EMERY SAPP & SONS*
Address: *2301 I-70 DRIVE NW COLUMBIA MO 65302*
Contact Name: *EMERY SAPP & SONS*
Telephone Number: *573-445-8331*

Date of Contract: *2005*
Length of Contract: *PRESENT*

Description of Prior Services (include dates):

HAVE COMPLETED NUMBER OF PROJECTS THROUGH EMERY SAPP & SONS FOR THE CITY OF COLUMBIA, BOONE COUNTY AND PRIVATE DEVELOPERS

STATEMENT OF BIDDER'S
QUALIFICATIONS



Company ID Number: 308350

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **JC Landscaping LLC** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).



Company ID Number: 308350

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: JC Landscaping LLC

Company Facility Address: 4550 n boothe ln

rocheport, MO 65279

Company Alternate
Address:

County or Parish: BOONE

Employer Identification
Number: 431783684

North American Industry
Classification Systems
Code: 238

Parent Company: _____

Number of Employees: 1 to 4

Number of Sites Verified
for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

• MISSOURI

1 site(s)



Company ID Number: 308350

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	jeffrey m cook	Fax Number:	(573) 234 - 1338
Telephone Number:	(573) 234 - 1335		
E-mail Address:	jcook9255@aol.com		

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.
- 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.
- 3. I have provided a completed application for a birth certificate pending in the State of _____. Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Jeff Cook
Applicant

5-27-14
Date

JEFF COOK
Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of BOONE)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

5-27-14
Date

Jeff Cook
Signature

43-1783684
Social Security Number
or Other Federal I.D. Number

JEFF COOK
Printed Name

On the date above written Jeffrey Cook appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Tyler Phillips
Notary Public

My Commission Expires: 1/17/15

TYLER PHILLIPS
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
MY COMMISSION EXP. JAN. 17, 2015
COMMISSION # 11134790

(Please complete and return with Bid)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Jeff Cook OWNER
Name and Title of Authorized Representative

Jeff Cook
Signature

5-27-14
Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of BOONE)
)ss
 State of MISSOURI)

My name is JEFF COOK. I am an authorized agent of _____

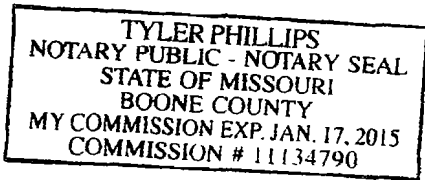
JC Landscaping LLC (Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: BOONE COUNTY

Jeff Cook 5-27-14
 Affiant Date

JEFF COOK
 Printed Name

Subscribed and sworn to before me this 27th day of May, 2014.



Tyler Phillips
 Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

**REQUEST FOR BID 26-28MAY 14
EROSION CONTROL SERVICES- TERM & SUPPLY**



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #2 - Issued May 28, 2014

This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum ***should be acknowledged*** and submitted with Bidder's *Response Form*.

BID CLOSING DATE EXTENSION: The Closing Date has been extended for the above bid opportunity to Monday, June 9, 2014 at 2:00 pm, CT. No other modifications have been made to the specifications or bid requirements. Bids which have been received by Boone County for this service will be kept on file, unopened, until 2:00 pm, June 9, 2014 at which time, all bids will be opened and read publicly.

All bid contents of the RFB remain unchanged and in full force and effect, together with the extended Bid Closing Date stated in this Addendum #2.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #2 to Request for Bid **26-28MAY14 – Erosion Control Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



BOONE COUNTY, MISSOURI
Request for Bid #: 26-28MAY14 – Erosion Control Services

ADDENDUM #1 - Issued May 20, 2014

This addendum is issued in accordance with the Instructions to Bidders, Contract Conditions, and all specifications contained in the Request for Bid referenced above and is hereby incorporated into and made a part of the Request for Bid Documents. Bidders are reminded that receipt of this addendum **should be acknowledged** and submitted with Bidder's *Response Form*.

CLARIFICATION: The purpose of this Request for Bid is to seek bid offers from qualified vendors to provide Boone County with applications of the following products. Successful bidder will provide the products necessary for the applications. Products listed in the RFB are: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing. Specifications for the products listed are contained in the RFB.

This contract will provide for product applications in the performance of maintenance work, and also for applications in the performance of work associated with projects with prevailing wage requirements. Refer to Instructions to Bidders, Contract Conditions, and Response Form, Pages 18 through 20.

All bid contents of the RFB remain unchanged and in full force and effect, together with the clarification stated in this Addendum #1.

By:

Elizabeth Sanders, CPPB
Senior Buyer

OFFEROR has examined copy of Addendum #1 to Request for Bid **26-28MAY14 – Erosion Control Services**, receipt of which is hereby acknowledged:

Company Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

Authorized Representative Signature: _____ Date: _____

Authorized Representative Printed Name: _____



REQUEST FOR BID (RFB)

Bid Data – Direct any bid format/submission questions to Purchasing

Bid Number: **26-28MAY14**
Commodity Title: **Erosion Control Services Term & Supply**

Bid Submission Address and Deadline

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M. (Bids received after this time will be returned unopened)**
Location / Mail Address: **Boone County Purchasing Department
Boone County Annex Building
613 E. Ash St, Room 111
Columbia, MO 65201**
Directions: **The Annex Building is located on the corner of 6th Street and Ash Street.**

Bid Opening

Day / Date: **Wednesday, May 28, 2014**
Time: **2:00 P.M.**
Location / Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, MO 65201**

Pre-Bid Conference- Optional, attendance is encouraged, to discuss the bid specifications/address any questions concerning the bid process.

Day/Date: **Tuesday, May 13, 2014 at 9:00 am**
Location/Address: **Boone County Annex Building Conference Room
613 E. Ash Street
Columbia, Mo 65201**

Bid Contents

- 1.0: **Introduction and General Conditions of Bidding**
 - Standard Terms and Conditions**
 - Instructions to Bidders**
 - Statement of Bidders' Qualifications**
 - Insurance Requirements**
 - Contract Conditions**
 - 2.0: **Primary Specifications**
 - 3.0: **Response Presentation and Review**
 - 4.0: **Response Form**
 - No Bid Response Form**
- Section 270-287 **Product and Application-Explanation/Definition Information**
 - Attachment A – Straw Bale Ditch Check & Silt Fence Details**
 - E-Verify- House Bill 1549**
 - Work Authorization Certification & Affidavits**
 - Debarment Certification**
 - Affidavits (OSHA, Prevailing Wage Law)**
 - Samples of Bonds**
 - Prevailing Wage Order No. 20**

1. Introduction and General Conditions of Bidding

- 1.1. **INVITATION** - The County of Boone, through its Purchasing Department, invites responses which offer to provide the goods and/or services identified on the title page, and described in greater detail in Section 2.
- 1.2. **DEFINITIONS**
- 1.2.1. **County** - This term refers to the County of Boone, a duly organized public entity. It may also be used as a pronoun for various subsets of the County organization, including, as the context will indicate:
Purchasing - The Purchasing Department, including its Purchasing Director and staff.
Department/s or Office/s - The County Department/s or Office/s for which this Bid is prepared, and which will be the end user/s of the goods and/or services sought.
Designee - The County employee/s assigned as your primary contact/s for interaction regarding Contract performance.
- 1.2.2. **Bidder / Contractor / Supplier** - These terms refer generally to businesses having some sort of relationship to or with us. The term may apply differently to different classes of entities, as the context will indicate.
Bidder - Any business entity submitting a response to this Bid. Suppliers, which may be invited to respond, or which express interest in this bid, but which do not submit a response, have no obligations with respect to the bid requirements.
Contractor - The Bidder whose response to this bid is found by Purchasing to meet the best interests of the County. The Contractor will be selected for award, and will enter into a Contract for provision of the goods and/or services described in the Bid.
Supplier - All business/s entities which may provide the subject goods and/or services.
- 1.2.3. **Bid** - This entire document, including attachments. A Bid may be used to solicit various kinds of information. The kind of information this Bid seeks is indicated by the title appearing at the top of the first page. An "Invitation For Bid" is used when the need is well defined. An "Invitation For Proposal" is used when the County will consider solutions, which may vary significantly from each other or from the County's initial expectations.
- 1.2.4. **Response** - The written, sealed document submitted according to the Bid instructions.
- 1.3. **BID CLARIFICATION** - Questions regarding this Bid should be directed in writing, preferably by fax, to the Purchasing Department. Answers, citing the question asked but not identifying the questioner, will be distributed simultaneously to all known prospective Bidders. Note: written requirements in the Bid and written Addenda if any, are binding, but any oral communications between County and Bidder are not.
- 1.3.1. **Bidder Responsibility** - The Bidder is expected to be thoroughly familiar with all specifications and requirements of this Bid. Bidder's failure or omission to examine any relevant form, article, site or document will not relieve them from any obligation regarding this Bid. By submitting a Response, Bidder is presumed to concur with all terms, conditions and specifications of this Bid.
- 1.3.2. **Bid Addendum** - If it becomes evident that this Bid must be amended, the Purchasing Department will issue a formal written Addendum to all known prospective Bidders. If necessary, a new due date will be established.
- 1.4. **AWARD** - Award will be made to the Bidder/s whose offer/s provide the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, lifecycle cost, ability to deliver, or for any other reason deemed by Purchasing to be in the best interest of the County. Thus, the result will not be determined by price alone. The County will be seeking the least costly outcome that meets the County's needs as interpreted by the County.
- 1.5. **CONTRACT EXECUTION** - This Bid and the Contractor's Response will be made part of any resultant Contract and will be incorporated in the Contract as set forth, verbatim.
- 1.5.1. **Precedence** - In the event of contradictions or conflicts between the provisions of the documents comprising this Contract, they will be resolved by giving precedence in the following order:
 1) the provisions of the Contract (as it may be amended);

- 2) the provisions of the Bid;
 - 3) the provisions of the Bidder's Response.
- 1.6. **COMPLIANCE WITH STANDARD TERMS AND CONDITIONS** – Bidder agrees to be bound by the County's standard 'boilerplate' terms and conditions for Contracts, which are enclosed herein.
 - 1.7. **INDEMNITY AGREEMENT:** To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.
 - 1.8. **PAYMENT** – The contractor shall bill the County upon acceptance by Boone County of each completed project. The contractor must submit an invoice and charges must only include those prices listed in the Contractor's bid response. No additional fees or taxes shall be included as additional charges. The County agrees to pay correct monthly invoices within thirty (30) days from receipt of a correct invoice and all other required documents.
 - 1.8.1. **DELIVERY** – FOB destination. All deliveries shall be made FOB Destination with freight charges fully included and prepaid. The seller pays and bears the freight charges.
 - 1.8.2. **DESIGNEE(S)** – Boone County Public Works, 5551 S. Tom Bass Rd, Columbia, MO 65201; or Resource Management, 801 E. Walnut St, Room 315, Columbia, Mo 65201.
 - 1.9. **BID CLARIFICATION** - Any questions or clarifications concerning bid documents should be addressed to Elizabeth Sanders, Senior Buyer, 613 E. Ash St, Room 111, Columbia, Missouri 65201. Telephone (573) 886-4393 Fax (573) 886-4390, E-mail: lsanders@boonecountymo.org.
 - 1.9.1. **EVALUATION AND AWARD** – Award(s) shall be made in the best interest of Boone County. The County may choose to award this bid to multiple vendors. In the event the primary contractor is unable to meet the expected obligation within the timeframe outlined by the County, the secondary contractor may be given the project.

Standard Terms and Conditions

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.
16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.
17. Equipment serial and model numbers – Contractor is strongly encouraged to include equipment serial and model numbers for all amounts invoiced to the County (if applicable). If equipment serial and model numbers are not provided on the face of the invoice, such information may be required by the County before issuing payment.

REST OF THIS PAGE LEFT BLANK INTENTIONALLY

INSTRUCTIONS TO BIDDERS

All bids shall be submitted on the bid forms hereto attached. Copies of necessary Addenda, if any, shall be signed and included as part of the bid submitted and considered a part of the contract. Bidders shall furnish all information requested herein by filling in the blanks in the submitted copy of these specifications.

Bidders shall not include sales or use taxes in their bid for materials incorporated or used in the work or for rentals subject to sales tax.

The Contractor assumes responsibility for all loss or damage caused by fire, windstorm, cyclone, tornado, flood, or freezing to the materials and equipment with which the work of the contract is to be done. The Contractor has the privilege of insuring in full or in part against such loss or damage, responsibility for which is here assumed. The County will not carry insurance against such loss or damage until the acceptance of Project.

Bidders shall visit the site of the work and completely inform themselves relative to construction hazards and procedure, the availability of lands, the character and quantity of surface and subsurface materials, and utilities to be encountered, the arrangement and condition of existing structures and facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities, the character of construction equipment and facilities needed for performance of the work, and facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of the bid.

Bids of an incomplete nature, or subject to multiple interpretation may at the option of the County, be rejected as irregular.

Bids will be evaluated by the County based on, but not limited to, the following criteria: cost, bidder's qualifications and experience, and time required for completion.

Performance Bond/Labor & Material Payment Bond: *Whenever the work associated with a mobilization under this Contract is projected to exceed \$25,000.00, Contractor shall then provide the County with a Performance Bond and a Labor & Material Payment Bond. Each bond shall be in an amount equal to the full value of the project, guaranteeing faithful compliance with all requirements of the Contract and complete fulfillment of the project, and payment of all labor, material, and other bills made in carrying out the work. Contractor shall provide these bonds within thirty (30) days of request by County. No additional payment will be made to the contract for the procurement of these bonds. They should be incidental to all bid items. A sample Performance Bond and sample Payment Bond are enclosed herein.*

Services requested by the County may require compliance with the provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects. In that event, Contractor shall use the rates quoted in section **PRICING II** of the Contract. Requirements as to compliance with the state prevailing wage law are further outlined in Contract Conditions of this Request for Bid.

When Owner gives a Notice of Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within thirty days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement to Owner.

Owner will deliver to Contractor a Notice to Proceed once contracts are fully executed and approved by County Commission.

If any person submitting a bid for this Contract is in doubt as to the true meaning of any part of the specifications, or any other proposed Contract documents, they may submit to the County a written request for an interpretation thereof no later than 5:00 pm on May 19, 2014. The person submitting the request will be responsible for its

prompt delivery. Any interpretation of the proposed documents will be made only by addendum duly issued or delivered to each person receiving a set of such documents. The County will not be responsible for any other explanation or interpretation of the proposed documents.

Submit one original, and two copies of your bid response to the Office of the Boone County Purchasing Director before the date and time listed on the cover page of this bid document for receipt of bids. Each set of bids should be plainly headed with the name of the Bidder and post office address. In case the bid is made by a firm or corporation, the same shall be signed by a legally authorized agent of the firm or corporation. The envelope containing the bids should be sealed and plainly marked as a bid for this particular Contract.

The Bidder should be sure to complete the following forms. Omissions or irregularities may cause bid rejection.

1. Bid Document, including any addenda issued by Boone County (return addenda signed)
2. Statement of Bidder's Qualifications,
3. Response Forms with signatures (4 pages),
4. Debarment Form,
5. Work Authorization Certification,
6. E-Verify Memorandum of Understanding,

STATEMENT OF BIDDER'S QUALIFICATIONS

Each bidder for the work included in the specifications and plans and the Contract Documents shall submit with their bid the data requested in the following schedule of information. This data must be included in and made a part of each bid document and be contained in the sealed envelope. Failure to comply with this instruction may be regarded as justification for rejecting the Contractor's proposal.

1. Name of Bidder: _____
2. Business Address: _____
3. When Organized: _____
4. When Incorporated: _____ 5. List federal tax identification number: _____
If not incorporated, state type of business (sole proprietor, partnership, or other) _____
6. Number of years engaged in business under present firm name: _____
7. If you have done business under a different name, please give name and business location under that name: _____
8. Percent of work done by own staff: _____
9. Have you ever failed to complete any work awarded to your company? If so, where and why? _____

10. Have you ever defaulted on a contract? _____ If so, give details: _____
11. List of contracts completed within the last four years, including value of each: *See Exhibit A next page*

12. List of projects currently in progress: _____

*** Attach additional sheets as necessary ***

STATEMENT OF BIDDER'S
QUALIFICATIONS

EXHIBIT A

PRIOR EXPERIENCE

(References of similar services for governmental agencies are preferred)

1. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

2. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

3. Prior Services Performed for:

Company Name:

Address:

Contact Name:

Telephone Number:

Date of Contract:

Length of Contract:

Description of Prior Services (include dates):

STATEMENT OF BIDDER'S
QUALIFICATIONS

INSURANCE REQUIREMENTS

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$3,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance**- The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$3,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$3,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

Indemnity Agreement – To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney’s fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.

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CONTRACT CONDITIONS

GENERAL: The following provisions are agreed to by and between the Contractor and the County:

DEFINITIONS: "Party of the First Part" or "County" or "Owner" shall mean the County of Boone, Missouri, acting through its authorized County Officials, or appointed representatives.

"Contractor" or "Party of the Second Part" shall mean the party having entered into contract to perform the work herein specified.

"Department" shall mean the Boone County Resource Management Department or Public Works Department.

"Director" shall mean the Director of Boone County Resource Management or his/her designated representative.

"Engineer" shall mean the Director or the authorized representative of the Department for whom the work is to be performed.

"Work" of the Contractor includes labor or material, or both.

"As directed", "as required", "as permitted", "acceptable to" and words of like import shall mean that the direction, requirement or permission of the Engineer is intended.

"Or equal" is not intended to impose limitations preventing the free exercise of the Contractor's skill or to exclude products which are satisfactory. Materials and workmanship shall be of the best of their respective kinds. Trade or manufacture's names where used in these specifications are intended to fix the standards of workmanship and materials. Any article or material equaling the standards fixed may be used in place of that mentioned by the specifications provided that the material or article proposed is submitted to and approved by the Engineer. No substitution shall be made unless this definite approval has been obtained in advance.

PAYMENTS: *For any project with projected completion date exceeding 30 days*, the successful Contractor will be allowed payment in accordance with the following schedule:

No later than 30 days after receipt of invoice from the Contractor, the County will make partial payment to the Contractor on the basis of a duly certified approved estimate of the cost of materials delivered to the site and work performed at the site during the preceding calendar month by the Contractor, but the County will retain 10 percent of the amount of each such estimate. No later than 45 days after final tests and acceptance final payment shall be due.

If payment bond is required for any project, the Contractor shall, by affidavit, submit to the Engineer a sworn certification to the County that all bills and claims properly due and chargeable against the work have been satisfied *and if prevailing wage rates are used*, the laws relating to the payment of prevailing wage rates have been complied with and shall release the County of Boone from all further claims, which certificate must bear the written endorsement of the Surety on the bond. The acceptance by the Contractor of the final payment shall constitute a release and waiver of any and all rights and privileges under the terms of the Contract; further, the acceptance by the Contractor of final payment shall relieve the County from any and all claims or liabilities on part of the County relating to or connected with the Contract.

The cost of all licenses and permits and other expenses and costs incidental to the fulfillment of this Contract will be paid by the Contractor, and the total amount of such costs will be included in the total cost of the work.

Assignments: No money due at the time or which may become due, and no claim of any character because of any performance or breach of the Contract shall be assigned or transferred to any other person so as to bind or affect the County without the written consent of the Surety and the County.

The Contractor shall pay for all materials, supplies, services, and equipment as follows:

1. For all transportation and utility service not later than the 20th day of the calendar month following that in which the services are rendered, and
2. For all materials, tools, and other expendable equipment to the extent of 90 percent of the cost thereof, not later than the 20th day of the calendar month following that in which such materials, tools, and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the 30th day following the completion of that part of the work in or on which such materials, tools, and equipment are incorporated or used.

Prevailing Wage: Contractor agrees that if the work requires the use of prevailing wage pricing, it will pay not less than the prevailing hourly rate of wages to all workmen performing work under the Contract in accordance with the prevailing wage determination issued by the Division of Labor Standards of the Department of Labor and Industrial Relations for the State of Missouri and as maintained on file with the Boone County Purchasing Department. The Contractor shall comply with all requirements of the prevailing wage law of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. The prevailing wage law does not prohibit payment of more than the prevailing rate of wages nor does it limit the hours of work which may be performed by any worker in any particular period of time. The Contractor further agrees that it shall forfeit as a penalty to the County of Boone the sum of \$100.00 for each workman employed for each calendar day or portion thereof such workman is paid less than the stipulated rates set forth in the prevailing wage determination for the project for any work done under this contract by the Contractor pursuant to the provisions of Section 290.250 RSMo. The Contractor further agrees that he will abide by all provisions of the prevailing wage law as set forth in Chapter 290 RSMo and rules and regulations issued thereunder and that any penalties assessed may be withheld from sums due to the Contractor by the Owner.

The Contractor and all Subcontractors shall be required to submit to the designated representative of the County using department one certified copy of labor payrolls and a weekly statement of compliance (Form WH-347) for each week that work is in progress, within seven days of the payment date of the payroll. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors. Contractor shall keep an accurate record showing the names, occupations, and crafts of all workers employed, together with the number of hours worked by each worker and the actual wages paid to each worker. At all reasonable hours, such records shall be open to inspection by the representatives of Industrial Commission of Missouri and the County. The payroll records shall not be destroyed or removed from the State for at least one year after completion of the work.

The County will check payrolls, with the following checks being made to insure proper labor compliance:

- a. The employee's full name as shown on his/her social security card, his address and Employee I.D. number shall be entered on each payroll.
- b. Check the payroll for correct employee classification.
- c. Check payroll for correct hourly wage and, if applicable, correct overtime hourly rate.
- d. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours).
- e. All deductions are shown in the net wage shown. The Form WH-437 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- f. All checking by the County will be made in red pencil and initialed by the checker.
- g. Final payroll will be marked "Final" or "last Payroll".
- h. A record of all payrolls will be maintained by the County.

Throughout the life of the Contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri shall be displayed in at least one conspicuous place on the project under a heading NOTICE with the heading in letters at least one inch high.

After completion of the work and before final payment can be made under this contract, the Contractor must file with the County an affidavit stating that they have fully complied with the provisions and requirements of the prevailing wage law of Missouri, Sections 290.210 to 290.340 RSMo. The prevailing wage rate determination made by the Industrial Commission of Missouri is reproduced verbatim and is applicable to this contract whenever Boone County provides to Contractor a project which is determined to be applicable to prevailing wage law.

EXTRA AND/OR ADDITIONAL WORK AND CHANGES: If any extra and/or additional work is to be done or any change in the plans and specifications is deemed necessary, the County may issue to the Contractor a written change order directing that such extra and/or additional work be done or that such change be made, and the Contract shall be modified accordingly. Compensation to the Contractor will be calculated as an addition to or deduction from the Contract price, based upon such written terms as may be established by the owner, either (a) by an acceptable lump sum proposal of the Contractor, (b) on a cost-plus limited basis not to exceed a specified limit, or (c) on basis of bid or mutually agreed upon unit prices. In the event that none of the foregoing methods are agreed upon with the Contractor, the County may perform the work with its own forces or under separate contract with another contractor.

COUNTY'S RIGHT TO WITHHOLD CERTAIN AMOUNTS AND MAKE APPLICATION THEREOF: The County shall have the right to withhold from payments due to the Contractor, in addition to the retained percentages herein elsewhere provided for, such amount or amounts as may be necessary to pay just claims against the Contractor for labor and services rendered and materials furnished in or about the work covered by this Contract, or for liquidated damages. The County is by this Contract appointed the agent of the Contractor to apply such retained amounts to the payment of any of the foregoing.

PATENTS: The Contractor shall protect the County against suits for patent infringement on material, equipment, and methods used.

DISCHARGE OF EMPLOYEES: Any employee of the Contractor who is stationed at the site of the work and should prove to be quarrelsome, dishonest, incompetent or inexperienced, or should not work for the good of the job shall, upon written notice from the County, be removed by the Contractor and replaced by an employee with proper qualifications.

ASSIGNMENT OF CONTRACT: No assignment by the Contractor of any principal construction contract or any part thereof or of the funds to be received thereunder by the Contractor, will be recognized unless such assignment has had the approval of the County and the Surety has been given due notice of such assignment in writing. In addition to the usual recitals in assignment contracts, the following language must be set forth:

"It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said Contract in favor of all persons, firms, or corporations rendering such services or supplying such materials."

SUBCONTRACTORS, SUPPLIERS AND OTHERS- Contractor shall not employ any Subcontractor, Supplier, or other person or organization (including those acceptable to Owner and Engineer as indicated below), whether initially or as a substitute, against whom Owner or Engineer may have reasonable objection. Contractor shall not be required to employ any Subcontractor, Supplier, or other person or organization to furnish or perform any of the Work against whom the Contractor has a reasonable objection.

If the Owner requires identity of certain Subcontractor, Suppliers, or other persons or organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement for acceptance by Owner and Engineer and if Contractor has submitted a list thereof in accordance with the project Specifications, Owner's or Engineer's acceptance (either in writing or by failing to make written objection thereto by the date indicated for acceptance or objection in the bidding documents or the Contract Documents) of any such Subcontractor, Supplier, or other person or organization so identified may be revoked on the basis of reasonable objection after due investigation, in which case Contractor shall submit an acceptable substitute, the Contract Price will be increased by the difference in the cost occasioned by such substitution and an appropriate Change Order will be issued or Written Amendment signed. No acceptance by Owner or Engineer of any such Subcontractor, Supplier, or other person or organization shall constitute a waiver of any right of Owner or Engineer to reject defective Work.

ACCIDENT PREVENTION: Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws, building and construction codes shall be observed. Machinery, equipment, and all hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, 8th Edition, 1999, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable laws. Current standards of the Occupational Safety and Health Act shall be applied, as well as the requirements contained within the current MUTCD.

LEGAL REQUIREMENTS: The Contractor shall do all work in such manner as to comply with all County ordinances, and laws of the County, State, and Nation as apply to the work herein outlined. The Contractor shall also obtain all necessary licenses and permits and keep necessary records as required.

EQUAL OPPORTUNITY: The County of Boone is an equal opportunity affirmative action employer, pursuant to federal and state law, and all respondents submitting bids shall be considered to be EEO/AA employers in compliance with federal and state laws, unless otherwise stipulated by the bidders herein.

The Contractor agrees that he will comply with all federal and state laws and regulations and local ordinances and that he will comply and cause each of his subcontractors, and directives pertaining to nondiscrimination against any person on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this Contract, including procurement of materials and lease of equipment; therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the Contract.

DOMESTIC PURCHASING POLICY: Contractors are encouraged to select and use materials manufactured, assembled, or produced in the United States in the performance of this contract whenever the quality and price are comparable with other goods. By submission of this bid, the vendor certifies that they are in compliance with section 34.353 and, if applicable, section 34.359 (“Missouri Domestic Products Procurement Act”) of the Revised Statutes of Missouri, 1987.

TRANSIENT EMPLOYERS: Every transient employer, as defined in Section 285.230 RSMo, must post in a prominent and easily accessible place at the work site a clearly legible copy of the following: (1) the notice of registration for employer withholding issued to such transient employer by the director of revenue; (2) proof of coverage for workers' compensation insurance or self-insurance signed by the transient employer and verified by the department of revenue through the records of the division of workers' compensation; and (3) the notice of registration for unemployment insurance issued to such transient employer by the division of employment security. Any transient employer failing to comply with these requirements shall, under Section 285.234 RSMo, be liable for a penalty of five hundred dollars per day until the notices required by this section are posted as required by law.

PROTECTION OF WORK: The Contractor shall take all necessary steps to protect his own workers, the utility personnel, and the public from unnecessary danger or hazard during the prosecution of this work. Danger signs, warning signs, flares, lanterns, railings, barriers, sheeting, shoring, etc, shall be erected to prevent accidents from construction, falling objects, rotating machinery, electric lines and other conditions which might prevent unusual hazard.

OVERHEAD LINE PROTECTION: The Contractor is aware of the provisions of the Overhead Power Line Safety Act, 319.075 to 319.090 RSMo, and agrees to comply with the provisions thereof. Contractor understands that it is their duty to notify any utility operating high voltage overhead lines and make appropriate arrangements with said utility if the performance of contract would cause any activity within ten feet of any high voltage overhead line. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with any claims arising under the Overhead Power Line Safety Act. Contractor expressly waives any action for Contribution against the County on behalf of the Contractor, any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, and agrees to provide a copy of this waiver to any party affected by this provision.

OSHA PROGRAM REQUIREMENTS: The Contractor is familiar with the requirements of 292.675 RSMo. The Contractor shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees, subcontractors, or others acting on behalf of Contractor on-site which meets the requirements of 292.675 RSMo.

The Contractor and each subcontractor shall keep accurate records of those employees who are working on-site and a record of each such employee's completion of the OSHA program, and certify compliance by affidavit at the conclusion of the project.

The Contractor shall forfeit as a penalty to the County the sum of Two Thousand Five Hundred Dollars (\$2,500.00) plus One Hundred Dollars (\$100.00) for each employee employed by the Contractor or subcontractor, for each calendar day, or portion thereof, such employee is found to be employed in violation of 292.675 RSMo. Said amounts shall be withheld from all sums and amounts due under this provision when making payments to the Contractor.

2. Primary Specifications

- 2.1. **ITEMS TO BE PROVIDED** - Boone County, hereafter referred to as "County", proposes to contract with an individual(s) or organization(s), hereinafter referred to as "Contractor" for a Term and Supply contract for providing applications of lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing as needed, and specified herein.
 - 2.1.1. Term of Contract shall be effective from date of award through May 31, 2015 with the option for three additional 12-month renewal periods, to be exercised separately at the discretion of County.
 - 2.1.2. All orders for services shall be placed on an "as needed basis". The County does not guarantee a minimum volume under a prospective contract. In addition, the County reserves the right to order products/services from other vendors when the County deems it necessary.
- 2.2. The unit prices identified on the Response Form shall remain fixed for the identified original contract period. If the County exercises the option for renewal, the contractor shall agree that the prices for the items listed on the Response Form shall not increase by more than the maximum percent proposed on the Response Form.
 - 2.2.1. If renewal percentages are not provided, then prices during any renewal period shall be the same as during the original contract period.
- 2.3. **CONTRACT EXTENSION** – The County Purchasing Director may exercise the option to extend the contract on a month-to-month basis for a maximum of six (6) months from the date of termination if it is deemed to be in the best interest of Boone County.
- 2.4. **CONTRACT DOCUMENTS** - The successful bidder(s) shall be obligated to enter into a written contract with the County within 30 days of award on contract forms provided by the County. If bidders desire to contract under their own written agreement, any such proposed agreement shall be submitted in blank with their bid. County reserves the right to modify any proposed form agreement or withdraw its award to a successful bidder if any proposed agreement contains terms and conditions inconsistent with its bid or are unacceptable to county legal counsel.
- 2.5. **PRICING** – All prices shall be as indicated on the Response Form. The County shall not pay nor be liable for any other additional costs including but not limited to: taxes, packing, handling, shipping and freight, insurance, interest, penalties, termination payments, attorney fees, liquidated damages, etc. Additionally, the County shall not be subject to any minimum order quantities or total prices.
- 2.6. **MINIMUM TECHNICAL SPECIFICATIONS** – The contractor shall provide applications of the following: lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing.
- 2.7. **PRODUCT SPECIFICATIONS AND INSTALLATION**
 - 2.7.1. The contractor shall provide all items in accordance with the specifications outlined in **Explanation/ Definition Information:** lime, fertilizer, seed, mulch, erosion control blankets, straw bale ditch checks, triangular silt dike ditch checks, straw wattles, and silt fencing.
- 2.8. **DEVIATION(S)** - It is the bidder's responsibility to submit a bid that meets all mandatory specifications stated within. The bidder must compare their product bid with the required listed minimum specifications and identify any deviations along with the specific section deviated from. Failure to properly identify deviations may render the bidder's proposal non-responsive and not capable of consideration for award.
- 2.9. **METHOD OF MEASUREMENT, PROCEDURES, AND BASIS OF PAYMENT**
 - 2.9.1. All items paid under this contract shall be measured and paid for by the unit shown, as per the bid form.
 - 2.9.2. All appurtenances under this contract shall be incidental and included with the bid as specified in the bid form.
 - 2.9.3. **Performance Bond/Labor & Material Payment Bond:** Contractor shall provide the County with

contract for the procurement of these bonds. They should be incidental to all bid items. Samples of the bond forms are found herein, as part of this Request for Bid.

- 2.9.4. The contractor will be provided project plans or the project will be field staked for clarification on each job.
- 2.9.5. **Method of Ordering** - Orders will be requested via a faxed request or plan submittal. The successful vendor will be required to confirm receipt of each request.
- 2.9.6. **Sales/Use Tax Exemption**- County will provide the Contractor with a Missouri Tax Exemption letter for Boone County, Missouri and for each project performed for the County a completed Missouri Project Exemption Certificate. The Contractor shall be responsible for furnishing the exemption letter and Exemption Certificate to all authorized subcontractors and suppliers providing materials incorporated in the work. All invoices issued for purchases for such materials, supplies, and taxable rentals shall be in the name of Boone County and contain the project number assigned by Boone County for the contract awarded. It shall be the responsibility of the Contractor to ensure that no sales or use taxes are included in the invoices and that the County pays no sales/use taxes from which it is exempt. The Contractor agrees not to use or permit others to use the project exemption certificate for taxable purchases of materials or rentals and supplies not directly incorporated into or used in the work to which it applies and agrees to indemnify and hold the County harmless from all losses, expenses and costs including litigation expenses and attorney fees resulting from the unauthorized use of such project exemption certificates.
- 2.9.7. **Warranty and Guarantee**- Contractor warrants and guarantees to Owner and Engineer that all work will be in accordance with the Contract Documents and will not be defective. All materials provided by the Contractor shall be new material of high quality which shall give long life and reliable operation. The workmanship shall be of high quality in every detail. Prompt notice of all defects shall be given to Contractor. All defective work, whether or not in place, may be rejected, corrected, or accepted as follows:

Correction or Removal of Defective Work- If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work. Contractor shall bear all direct, indirect, and consequential costs of such correction or removal (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals made necessary thereby).

One Year Correction Period- If within one year after the date of Substantial Completion or such longer period of time as may be prescribed by Laws or Regulations or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, any Work is found to be defective, Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions, either correct such defective Work, or if it has been rejected by Owner, remove it from the site and replace it with non-defective Work. If Contractor does not promptly comply with the terms of such instructions or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work removed and replaced and all direct, indirect, and consequential costs of removal and replacement (including but not limited to fees and charges of engineers, architects, attorneys, and other professionals) will be paid by the Contractor. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier Date if so provided in the Specifications or by Written Amendment.

3. Response Presentation and Review

- 3.1. **RESPONSE CONTENT** - In order to enable direct comparison of competing Responses, Bidder must submit Response in strict conformity to the requirements stated herein. Failure to adhere to all requirements may result in Bidder's Response being disqualified as non-responsive. All Responses are to be submitted using the provided Response Sheet. Every question is to be answered and if not applicable, indicate "N/A" in that section. Include manufacturer's published specifications for the items requested in the bid with bid response.
- 3.2. **SUBMITTAL OF RESPONSES** - Responses **MUST** be received by the date and time noted on the title page under "Bid Submission Information and Deadline". **NO EXCEPTIONS**. The County is not responsible for late or incorrect deliveries from the US Postal Service or any other mail carrier.
- 3.2.1. **Advice of Award** - If you wish to be advised of the outcome of this Bid, the results may be viewed on our web page www.showmeboone.com.
- 3.3. **BID OPENING** - On the date and time and at the location specified on the title page, all Responses will be opened in public. Brief summary information from each will be read aloud, and any person present will be allowed, under supervision, to scan any Response.
- 3.3.1. **Removal from Vendor Database** - If any prospective Bidder currently in our Vendor Database to whom the Bid was sent elects not to submit a Response and fails to reply in writing stating reasons for not bidding, that Bidder's name may be removed from our database. Other reasons for removal include unwillingness or inability to show financial responsibility, reported poor performance, unsatisfactory service, or repeated inability to meet delivery requirements.
- 3.4. **RESPONSE CLARIFICATION** - The County reserves the right to request additional written or oral information from Bidders in order to obtain clarification of their Responses.
- 3.4.1. **Rejection or Correction of Responses** - The County reserves the right to reject any or all Responses. Minor irregularities or informalities in any Response which are immaterial or inconsequential in nature, and are neither affected by law nor at substantial variance with Bid conditions, may be waived at our discretion whenever it is determined to be in the County's best interest.
- 3.5. **EVALUATION PROCESS** - The County's sole purpose in the evaluation process is to determine from among the Responses received which one is best suited to meet the County's needs at the lowest possible cost. Any final analysis or weighted point score does not imply that one Bidder is superior to another, but simply that in our judgment the Contractor selected appears to offer the best overall solution for our current and anticipated needs at the lowest possible cost.
- 3.5.1. **Method of Evaluation** - The County will evaluate submitted Responses in relation to all aspects of this Bid.
- 3.5.2. **Acceptability** - The County reserves the sole right to determine whether goods and/or services offered are acceptable for County use.
- 3.5.3. **Endurance of Pricing** - Bidder's pricing must be held until contract execution or 60 days, whichever comes first.

4. Response Form

- 1. Company Name: _____
- 4.2. Address: _____
- 4.3. City/Zip: _____
- 4.4. Phone Number: _____
- 4.5. Fax: _____
- 4.6. E-mail: _____
- 4.7. Federal Tax ID: _____
- 4.7.1. () Corporation
- () Partnership - Name _____
- () Individual/Proprietorship - Individual Name _____
- () Other (Specify) _____

4.8. PRICING I (applications in the performance of maintenance type work)

	Description – Materials in Place	Unit	Estimated Units	Unit Price	Total
4.8.1.	Silt Fence	LF		\$ _____	\$ _____
4.8.2.	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$ _____	\$ _____
4.8.3.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$ _____	\$ _____
4.8.4.	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/ an Overspray)	AC		\$ _____	\$ _____
4.8.5.	Biodegradable Blanket-North American Green S75BN	SY		\$ _____	\$ _____
4.8.6.	Biodegradable Blanket – North American Green S150 BN	SY		\$ _____	\$ _____
4.8.7.	Biodegradable Blanket – North American Green SC50 BN	SY		\$ _____	\$ _____
4.8.8.	Biodegradable Blanket – North American Green C125 BN	SY		\$ _____	\$ _____
4.8.9.	Long Term Degradable Blanket – North American Green SC150	SY		\$ _____	\$ _____
4.8.10.	Long Term Degradable Blanket – North American Green C125	SY		\$ _____	\$ _____
4.8.11.	Turf Reinforcement Mat – North American Green P300 TRM	SY		\$ _____	\$ _____
4.8.12.	Turf Reinforcement Mat – North American Green C350 TRM	SY		\$ _____	\$ _____
4.8.13.	Composite Reinforcement Mat – North American Green SC250	SY		\$ _____	\$ _____
4.8.14.	Composite Reinforcement Mat – North American Green C350	SY		\$ _____	\$ _____
4.8.15.	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$ _____	\$ _____
4.8.16.	Triangular silt dike ditch checks (7' long)	EA		\$ _____	\$ _____
4.8.17.	Straw Wattles	LF		\$ _____	\$ _____
4.8.18.	GRAND TOTAL				\$ _____

4.9 **PRICING II** (to include prevailing wage labor rates, per Prevailing Wage Order #20 attached to this bid), in the event services requested require compliance with state prevailing wage laws.

	Description –materials in place	Unit	Estimated Units	Unit Price	Total
4.9.1	Silt Fence	LF		\$	\$
4.9.2	Lime, Fertilizer, Seed, and Type 1 Mulch (Vegetative)	AC		\$	\$
4.9.3	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/Asphalt Emulsion)	AC		\$	\$
4.9.4	Lime, Fertilizer, Seed, and Type 2 Mulch (Vegetative w/an Overspray)	AC		\$	\$
4.9.5	Biodegradable Blanket-North American Green S75BN	SY		\$	\$
4.9.6	Biodegradable Blanket-North American Green S150 BN	SY		\$	\$
4.9.7	Biodegradable Blanket-North American Green SC50 BN	SY		\$	\$
4.9.8	Biodegradable Blanket-North American Green C125 BN	SY		\$	\$
4.9.9	Long Term Degradable Blanket-North American Green SC150	SY		\$	\$
4.9.10	Long Term Degradable Blanket-North American Green C125	SY		\$	\$
4.9.11	Turf Reinforcement Mat- North American Green P300 TRM	SY		\$	\$
4.9.12	Turf Reinforcement Mat-North American Green C350 TRM	SY		\$	\$
4.9.13	Composite Reinforcement Mat-North American Green SC250	SY		\$	\$
4.9.14	Composite Reinforcement Mat-North American Green C350	SY		\$	\$
4.9.15	Straw bale ditch checks (2 straw bales per ditch check)	EA		\$	\$
4.9.16	Triangular silt dike ditch checks (7 ft long)	EA		\$	\$
4.9.17	Straw Wattles	EA		\$	\$
4.9.18	GRAND TOTAL				\$

4.10. Maximum Percentage Increase for Renewal Periods

4.10.1. _____ % 1st Renewal Year

4.10.2. _____ % 2nd Renewal Year

4.10.3. _____ % 3rd Renewal Year

Please quote the number of days notice that must be provided prior to expected installation: _____ days. In the event the primary contractor cannot meet the expected obligation, a secondary contractor will be

4.11. issued the project.

It is anticipated that the county will have several projects going on simultaneously during the construction season. List number of 'crews', and number of people per crew, you have to cover multiple projects.

4.12. _____

Will you honor the submitted prices for purchase by other entities in Boone County who participate in cooperative purchasing with Boone County, Missouri?

4.13. _____ Yes _____ No

4.14. **The undersigned offers to furnish and deliver the articles or services as specified at the prices and terms stated and in strict accordance with the specifications, instructions and general conditions of bidding which have been read and understood, and all of which are made part of this order.**

Authorized Representative (Sign By Hand):

_____ Date: _____

Print Name and Title of Authorized Representative



“No Bid” Response Form

Boone County Purchasing
613 E. Ash, Room 111
Columbia, MO 65201

Elizabeth Sanders, Senior Buyer
(573) 886-4393 – Fax: (573) 886-4390

“NO BID RESPONSE FORM”

**NOTE: COMPLETE AND RETURN THIS FORM ONLY IF YOU DO NOT WANT TO
SUBMIT A BID**

If you do not wish to respond to this bid request, but would like to remain on the Boone County vendor list **for this service/commodity**, please remove form and return to the Purchasing Department by mail or fax.

If you would like to FAX this “No Bid” Response Form to our office, the FAX number is (573) 886-4390.

Bid: 26-28MAY14 – EROSION CONTROL SERVICES

Business Name: _____

Address: _____

Telephone: _____

Contact: _____

Date: _____

Reason(s) for not bidding:

PRODUCT AND APPLICATION
Explanation/ Definition Information
FERTILIZING

SECTION 270

- 270.1 **Description** - This work shall consist of the application of lime and commercial fertilizer and soil preparation for seeding on areas shown on the plans or designated by the engineer.
- 270.2 **Material.**
- 270.2.1 Material used for soil neutralization, unless otherwise specified, shall be a pelletized bagged lime, or an agricultural lime with not less than 90 percent passing the No. 8 sieve and containing not less than 65 percent calcium carbonate equivalent.
- 270.2.2 The rate of application of lime shall be a minimum of 1,300 lbs/acre for agricultural lime or 650 lbs/acre for pelletized lime. Except as otherwise provided in this specification, the quantity of material required to provide the specified pounds of effective neutralizing material per acre shall be determined from the producer or distributor's certification of analysis furnished by the Director of the Missouri Agriculture Experiment Station, Columbia, Missouri in accordance with the Missouri Agricultural Liming Materials Act.
- 270.2.3 Fertilizer shall be a standard commercial product that will supply a minimum of 90 pounds of total nitrogen (N), 90 pounds of available phosphoric acid (P 2 0 5) and 90 pounds of soluble potash (K 2 0) per acre. Material may be accepted on the basis of bag label analysis or supplier's certification and shall comply with all applicable Missouri fertilizer laws.
- 270.3 **Equipment** - Lime and commercial fertilizer shall be applied by mechanical equipment designed for this purpose.
- 270.4 **Construction Requirements**
- 270.4.1 The area to be limed and fertilized will be the area specified within the limits of construction; shall have a uniform surface free from rills, washes and depressions; and shall conform to the finished grade and cross section as shown on the plans. The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 2 inches. The seedbed or sodbed shall be prepared by loosening the existing soil on the slope, rather than by the addition of loose soil.
- 270.4.2 Lime and fertilizer shall be applied evenly at the rates specified in this section and only when the soil is in a tillable condition. After application, the lime and fertilizer shall be mixed into the soil by disking, harrowing or raking to a minimum depth of 2 inches, unless applied hydraulically on slopes steeper than 2:1 (1:2) in accordance with **Section 275.3.2.1**.
- 270.4.3 Lime and fertilizer shall be applied separately, but may be incorporated into the soil in one operation.
- 270.4.4 Lime and fertilizer shall be applied not more than 48 hours before the seed is sown unless otherwise authorized by the engineer.

PRODUCT AND APPLICATION
Explanation/ Definition Information
MULCHING

SECTION 272

272.1 **Description** - This work shall consist of the application of one of the three (3) following mulches as shown on the plans or directed. All seeded areas shall be mulched.

272.2 **Material**

272.2.1 **Type 1 Mulch (Vegetative)** - The vegetative mulch shall be clean wheat straw.

272.2.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** - The asphalt emulsion shall be SS-1, SS-1h, CSS-1 or CSS-1h conforming to the requirements of AASHTO M 140 or AASHTO M 208. The vegetative mulch shall be as specified in Section 272.2.1.

272.2.3 **Type 3 Mulch (Vegetative with an Overspray)** - The vegetative mulch shall be as specified in Section 272.2.1. The overspray material may be virgin wood cellulose fibers or recycled slick paper as herein specified. It shall not contain any germination or growth inhibiting substances. The overspray shall be green in color after application and shall have the property to be evenly dispersed and suspended when agitated in water. When sprayed uniformly over vegetative mulch, the mulch fibers shall form an absorbent cover, allowing percolation of water to the underlying soil. The mulch shall be packaged in moisture resistant bags with the net weight (mass) of the packaged material plainly shown on each bag. The mulch fibers shall not be water soluble.

272.2.3.1 **Virgin Wood Cellulose** - Virgin wood cellulose fibers shall be produced by either the ground or cooked fiber process and shall have the following properties: Moisture Content, percent by weight (mass), max 15 Organic Matter-Wood Fiber, percent by weight (mass), min 80 pH 4.3-8.5

272.2.3.2 **Recycled Slick Paper Mulch** - Recycled slick paper mulch shall be produced from printers slick paper containing wood cellulose and kaolin clay. Recycled newsprint or cardboard will not be allowed. The material shall be free of other material or fillers and shall have the following properties: Moisture Content, percent by weight (mass), max 8 pH 4.5-6.5

272.2.3.3 The contractor shall furnish a manufacturer's certification in triplicate certifying that the overspray mulch materials comply with these specifications. The engineer may sample and test these materials prior to approval and use. Acceptance will be based upon a satisfactory certification and results of any test deemed necessary by the engineer.

272.3 **Construction Requirements**

272.3.1 **Type 1 Mulch (Vegetative)** – Type 1 Mulch shall be applied at the rate of 2 1/2 tons per acre.

272.3.2 **Type 2 Mulch (Vegetative with Asphalt Emulsion)** – Type 2 Mulch shall be applied by mechanical mulch spreaders equipped to eject, by means of a constant air stream, controlled quantities of the vegetative mulch and emulsified asphalt in a uniform pattern over the specified area. The mulching machine shall be so designed that the asphalt will be injected at the proper rate directly into the air stream carrying the straw, resulting in a uniform spotty tacking of the vegetative mulch with asphalt. The vegetative mulch shall be applied at the rate of 2 1/2 tons per acre. The application rate for the asphalt emulsion shall be 100 gallons per ton of straw.

272.3.3 **Type 3 Mulch (Vegetative with an Overspray)** – Type 3 Mulch shall be hydraulically applied over the vegetative mulch as a separate operation. Recycled slick paper shall be applied at the rate of 750 pounds per acre. Virgin wood cellulose fibers with 90 percent or more organic matter shall be applied at the rate of 750 pounds per acre and that with 80 to 89 percent inclusive shall be applied at a rate calculated as follows:

Rate lb/acre = 100 x 750 lb/acre Actual Percent Organic Matter

The overspray material shall be mixed with water in a manner to provide a homogeneous slurry. Equipment for mixing and applying the slurry shall be capable of applying it uniformly over the entire vegetative mulched area. The slurry mixture shall be agitated during application to keep the ingredients thoroughly mixed.

272.3.5 All mulch shall be distributed evenly over the area to be mulched within 24 hours following the seeding operation. Following the mulching operation, precautions shall be taken to prohibit foot or vehicular traffic over the mulched area. Any mulch which is displaced shall be replaced at once, but only after the work preceding the mulching which may have been damaged as a result of the displacement has been acceptably repaired.

PRODUCT AND APPLICATION
Explanation/ Definition Information
SEEDING

SECTION 275

275.1 **Description** - This work shall consist of preparing, liming and fertilizing a seedbed, and the furnishing and sowing of seed. All disturbed areas shall be seeded as shown on the plans or directed.

275.2 **Material**

275.2.1 Seed mix shall comply with standards of the Official Seed Analysis of North America and be recommended for full sun exposure in Columbia, Missouri. Seed shall be free from Johnson Grass, Canadian Thistle, or field bind weed seed and be approved by the inspector.

Residential / Commercial Yards	Mixture %
Kentucky Bluegrass	20% @ 260 lbs/per acre
Creeping Red Fescue	30% @ 260 lbs/per acre
Perennial Rye Grass	30% @ 260 lbs/per acre
Annual Rye	20% @ 260 lbs/per acre
Purity	85%
Germination	80%
Maximum Weed Seed	1%

Non – Residential / Commercial Yards	Mixture %
Tall Fescue	100 lbs/per acre
Seed Wheat	60 lbs/per acre

275.3 **Application**

Approved Seeding Time	Dates
Spring	March 15 to May 15
Fall	August 15 to October 15

PRODUCT AND APPLICATION
Explanation/ Definition Information

SECTION 279

STRAW BALE DITCH CHECKS

279.1 **Description** - This work shall consist of constructing straw bale ditch checks at locations shown on the plans.

279.2 **Construction Requirements** - See Attachment A for detailed drawing

279.2.1 Bale shall be 14-inch x 18-inch x 36-inch.

279.2.2 Anchors shall be 2-inch x 2-inch hardwood stakes, minimum of 3 feet in length. Two (2) stakes per bale.

279.3 **Payment**

279.3.1 One (1) Straw Bale Ditch Check shall be considered as two (2) straw bales installed as per details shown on Attachment A.

SECTION 280

TRIANGULAR SILT DIKE DITCH CHECKS

280.1. **Description** – Triangular Silt Dike Ditch Checks shall be placed as shown on the Plans or as directed.

280.2 **Material**

280.2.1 Triangular silt dike type ditch checks are triangular-shaped, having a height of at least eight to ten inches (8" – 10") in the center with equal sides and a sixteen- to twenty- inch (16" – 20") base.

280.2.2 The triangular-shaped inner material shall be urethane foam. The outer cover shall be a woven geotextile fabric placed around the inner material and allowed to extend beyond both sides of the triangle two to three (2' – 3') feet.

280.2.3 Standard length of each triangular silt dike will be seven feet (7') unless otherwise required for adequate performance.

280.3 **Construction Requirements**

280.3.1 The ditch checks shall be attached to the ground with Wire Staples. The staples shall be No. 11 gauge wire and be at least six to eight (6" – 8") inches long. Staples shall be placed as indicated on the manufacturer's installation detail.

280.3.2 The ditch check shall be sufficient length so that water is prohibited from flowing around the ditch check. Extend check a sufficient length so that the ground level at the ends is higher than the low point on the crest of the check.

280.4 **Payment**

280.4.1 One (1) Triangular Silt Dike Ditch Check shall be considered a triangular silt dike seven (7) feet in length and paid for on a 'per each' basis.

SECTION 281

STRAW WATTLES

281.1 **Description** – Straw Wattles shall be placed as shown on the Plans or as directed.

281.2 **Materials**

281.2.1 Straw Wattles shall be nine (9) inches in diameter and manufactured from rice straw or other specified straw and be wrapped in a tubular plastic netting or in a 100% biodegradable tubular 7 oz. Plain Burlap.

281.2.2 The netting shall have a strand thickness of 0.03 inch, and a knot thickness of 0.055 inch and a weight of 0.35 ounce per foot (each +/- 10%) and shall be made from 85% high-density polyethylene, 14% ethyl vinyl acetate and 1% color for UV inhibition.

281.2.3 Nine (9) inch Straw Wattles shall have a density weight of approximately 1.6 to 1.8 pounds per foot (+/- 10%) and a maximum length of 25 feet long (+/- 0.5 feet).

281.3 **Construction Requirements**

281.3.1 Straw Wattles shall be entrenched 2 inches to 4 inches below ground.

281.3.2 Straw Wattles shall be securely staked with 1 inch square by 2 foot long wooden stakes on a maximum of 3 foot to 4 foot centers. Bottom of the stake shall extend into the ground a minimum of 1 foot below the bottom of the straw wattle.

281.4 **Payment**

281.4.1 Straw Wattles shall be paid for on a 'per linear foot' basis.

SECTION 283

TEMPORARY SILT FENCE

283.1 **Description** - This work shall consist of furnishing and installing a wire-supported or self-supported geotextile silt fence designed to remove suspended particles from sheet flow passing through the fence and prevent sediment from polluting nearby streams or other bodies of water.

283.2 **Material** - Geotextile Type 2 material shall conform to **Section 285**.

283.2.1 **Posts** - Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, not less than 4 feet, to ensure adequate embedment while fully supporting the silt fence and shall have sufficient strength to resist damage during installation and support applied loads while in service.

283.2.2 **Support Fence** - All geotextile silt fence shall be supported either externally by wire or other approved mesh to a height of at least 24 inches or by a suitable designed-in support system capable of keeping the material erect. Either method shall be strong enough to withstand applied loads.

283.2.3 **Prefabricated Fence** - Prefabricated fence systems may be used provided they meet all of the above material requirements.

283.3 **Construction Requirements** - See Attachment A for detailed drawing

283.3.1 The contractor shall install temporary silt fence as shown on the plans and at other locations directed by the engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled and the soil compacted over the fabric. Fabric splices with a minimum 6-inch overlay shall be located only at a support post. Any installation method acceptable to the engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.

283.3.2 Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.

283.3.3 The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.

PRODUCT AND APPLICATION
Explanation/ Definition Information

SECTION 285

GEOTEXTILE FABRIC

- 285.1 **Scope** - This specification covers geotextile for use in subsurface drainage, sediment control, erosion control or as a permeable separator.
- 285.2 **Material** - Geotextiles shall meet the physical and chemical requirements of AASHTO M 288 for the specified application except as modified herein.

285.2.1 **General**

285.2.1.1 No specific permeability values are required.

285.2.1.2 The U. S. Standard sieve number corresponding to the apparent opening size (AOS) shall not exceed 100 for geotextile used in contact with any soil with more than 50 percent passing the No. 200 sieve nor shall the AOS exceed 70 when used between any two dissimilar granular material, less than 50 percent passing the No. 200 sieve, or when used to control movement of fines from a granular backfill through structural joints or into a drain pipe.

285.2.1.3 During shipment and storage, geotextiles shall be protected from direct sunlight, ultra-violet rays, temperatures greater than 140 F, mud, dust and debris.

285.2.3 **Type 2, Sediment Control** - Type 2 geotextile is intended for use in supported or non-supported sediment control fencing.

285.3 **Certification and Acceptance**

285.3.1 The contractor shall furnish a manufacturer's certification to the engineer, for each lot of material furnished stating the name of the manufacturer, the chemical composition of the filaments or yarns and certifying that the material supplied conform to all requirements specified. The certification shall include or have attached typical results of tests from specific lots for all specified requirements.

285.3.2 Acceptance of the material will be based on the manufacturer's certification and upon the results of such tests as may be performed by the engineer.

SECTION 287

EROSION CONTROL BLANKETS

287.1 **Description** - This work shall consist of furnishing and placing erosion control blankets at locations shown on the plans or as designated by the engineer.

287.2 **Materials**

287.2.1 **Blankets** - Blankets shall consist of the following North American Green Products or equal approved by the Engineer.

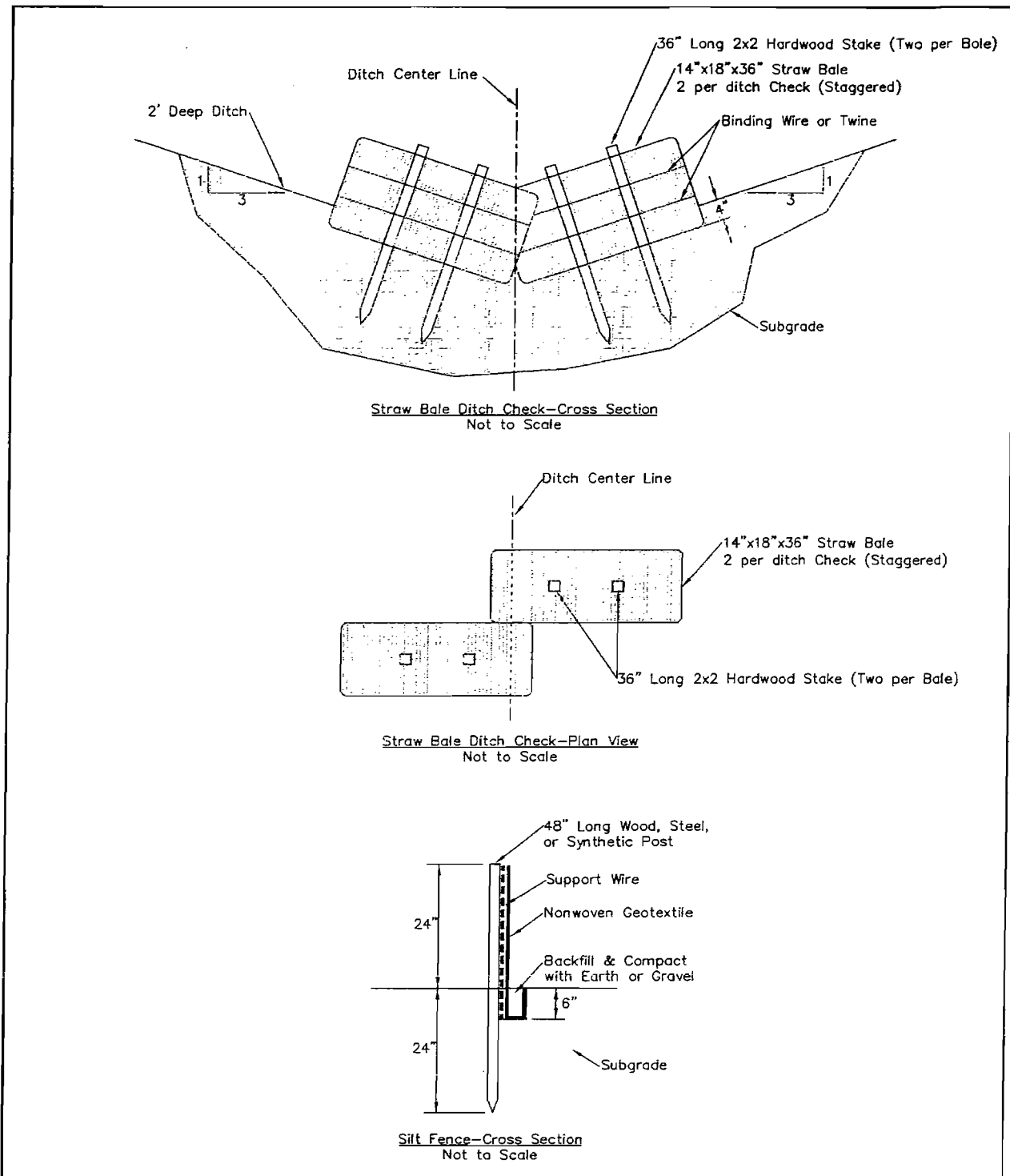
287.3 **Biodegradable Blankets** – S75 BN, S150 BN, SC50 BN and C125 BN

287.4 **Long Tem Degradable Blankets** – SC150 Extended-term and C125 Long-term

287.5 **Turf Reinforcement Mats** – P300 TRM and C350 TRM

287.6 **Composite Reinforcment Mats** – SC250 and C350

287.7 **Construction Requirements** - Blankets shall be installed as per the manufacturer's instructions and shall use materials specified by the manufacturer and approved by the Engineer.



BOONE COUNTY PUBLIC WORKS
 DESIGN AND CONSTRUCTION
 5551 HIGHWAY 63 SOUTH
 COLUMBIA, MISSOURI 65201-9711
 PHONE (573) 449-8515
 FAX (573) 875-1602



Attachment A

Straw Bale Ditch Check & Silt Fence Details

INSTRUCTIONS FOR COMPLIANCE WITH HOUSE BILL 1549

House Bill 1549 addresses the Department of Homeland Security's and the Social Security Administration's E-Verify Program (Employment Eligibility Verification Program) that requires the County to verify "lawful presence" of individuals when we contract for work/service; verify that contractor has programs to verify lawful presence of their employees when contracts exceed \$5,000; and a requirement for OSHA safety training for public works projects.

The County is required to obtain certification that the bidder awarded the attached contract participates in a federal work authorization program. To obtain additional information on the Department of Homeland Security's E-Verify program, go to:

<http://www.uscis.gov/portal/site/uscis/menuitem.eb1d4c2a3e5b9ac89243c6a7543f6d1a/?vgnextoid=75bce2e261405110VgnVCM1000004718190aRCRD&vgnnextchannel=75bce2e261405110VgnVCM1000004718190aRCRD>

Please complete and return form *Work Authorization Certification Pursuant to 285.530 RSMo* if your contract amount is in excess of \$5,000. **Attach to this form the first and last page of the *E-Verify Memorandum of Understanding* that you completed when enrolling.**

**WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)**

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____
_____ (Bidder). This business is enrolled and participates in a federal work authorization program
for all employees working in connection with services provided to the County. This business does not knowingly
employ any person that is an unauthorized alien in connection with the services being provided. Documentation of
participation in a federal work authorization program is attached hereto.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their
contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn
affidavit under penalty of perjury that all employees are lawfully present in the United States.

_____ Date
Affiant

Printed Name

Subscribed and sworn to before me this ___ day of _____, 20__.

Notary Public

CERTIFICATION OF INDIVIDUAL BIDDER

Pursuant to Section 208.009 RSMo, any person applying for or receiving any grant, contract, loan, retirement, welfare, health benefit, post secondary education, scholarship, disability benefit, housing benefit or food assistance who is over 18 must verify their lawful presence in the United States. Please indicate compliance below. Note: A parent or guardian applying for a public benefit on behalf of a child who is citizen or permanent resident need not comply.

- _____ 1. I have provided a copy of documents showing citizenship or lawful presence in the United States. (Such proof may be a Missouri driver's license, U.S. passport, birth certificate, or immigration documents). Note: If the applicant is an alien, verification of lawful presence must occur prior to receiving a public benefit.

- _____ 2. I do not have the above documents, but provide an affidavit (copy attached) which may allow for temporary 90 day qualification.

- _____ 3. I have provided a completed application for a birth certificate pending in the State of _____ . Qualification shall terminate upon receipt of the birth certificate or determination that a birth certificate does not exist because I am not a United States citizen.

Applicant

Date

Printed Name

AFFIDAVIT
(Only Required for Individual Bidder Certification Option #2)

State of Missouri)
)SS.
County of _____)

I, the undersigned, being at least eighteen years of age, swear upon my oath that I am either a United States citizen or am classified by the United States government as being lawfully admitted for permanent residence.

Date

Signature

Social Security Number
or Other Federal I.D. Number

Printed Name

On the date above written _____ appeared before me and swore that the facts contained in the foregoing affidavit are true according to his/her best knowledge, information and belief.

Notary Public

My Commission Expires:

(Please complete and return with Bid)

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature

Date

**AFFIDAVIT OF COMPLIANCE WITH OSHA
TRAINING REQUIREMENTS PURSUANT TO §292.675 RSMo
(FOR ALL PUBLIC WORKS PROJECTS AFTER 8/28/2009)**

County of _____)
)ss
State of _____)

My name is _____. I am an authorized agent of _____

(Company). I am aware of the requirements for OSHA training set out in §292.675 Revised Statutes of Missouri for those working on public works. All requirements of said statute have been fully satisfied and there has been no exception to the full and complete compliance with said provisions relating to the required OSHA training for all those who performed services on this public works contract for Boone County, Missouri.

NAME OF PROJECT: _____

_____ Date

_____ Printed Name

Subscribed and sworn to before me this ___ day of _____, 20___.

_____ Notary Public

NOTE: Failure to return this Affidavit with project close-out documents may result in referral of this project to the Department of Labor and Industrial Relations for further action to determine compliance with RSMo Sec. 292.675.

AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of _____

State of _____, personally came and appeared (name and title)

_____ of the (name of company)

_____ (a corporation) (a partnership) (a proprietorship)

and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290 Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workmen employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination NO. _____ issued by the Division of Labor Standards on the _____ day of _____ 20____, in carrying out the Contract and work in connection with

(name of project) _____ located at

(name of institution) _____ in _____ County,

Missouri and completed on the _____ day of _____, 20_____.

Signature

Subscribed and sworn to me this _____ day of _____, 20_____.

My commission expires _____, 20_____.

Notary Public

SAMPLE PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, in the amount of _____ Dollars, for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone, which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, and shall faithfully perform the prevailing hourly wages and comply with all prevailing wage requirements as provided by such Contract and applicable prevailing wage laws, rules, and rates specified by regulation thereunder, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be, in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid for submission to Owner for completing the Contract in accordance with its terms and conditions, and upon determination by Owner and Surety of the lowest responsible bidder, arrange for a Contract between such bidder and Owner, and make available as work progresses (even though there should be a default of a succession of defaults under the Contract or Contracts of completion arranged under this paragraph) sufficient fund to pay the cost of completion less the balance of the Contract price, but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the Contract price", as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators, or successors of Owner.

IN TESTIMONY WHEREOF, the Contractor has hereunto set his hand and the Surety has caused these presents to be executed in its name, and its corporate seal to be affixed by its Attorney-In-Fact at _____ on this _____ day of _____, 20 ____.

(Contractor)

(SEAL)

BY: _____

(Surety Company)

(SEAL)

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-in-Fact's authority from the Surety Company certified to include the date of this bond).

Surety Contact Name: _____
Phone Number: _____
Address: _____

SAMPLE LABOR AND MATERIAL PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENT, that we,

as Principal, hereinafter called Contractor, and _____

_____ a Corporation, organized under the laws of the State of _____

and authorized to transact business in the State of Missouri, as Surety, hereinafter called Surety, are held and firmly bound unto the County of Boone, Missouri, as Obligee, hereinafter called Owner, for the use and benefit of claimants as herein defined, in the amount of

_____ Dollars,

(\$ _____), for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns jointly and severally, firmly by these presents:

WHEREAS, Contractor has, by written agreement dated _____ entered into a Contract with Owner for:

Project Name: _____

Project No.: _____

in accordance with specifications and/or plans prepared by the County of Boone which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that the Contractor shall promptly make payments to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect, subject, however, to the following conditions.

A. A claimant is defined as one having a direct contract with the Contractor or with a subcontractor of the Contractor for labor, material, or both, used or reasonably required for use in the performance of the Contract; labor and material being construed to include the part of water, gas, power, light, heat, oil, gasoline, telephone service, rental, or equipment directly applicable to the Contract.

B. The above named Contractor and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

C. No suit or action shall be commenced hereunder by any claimant:

1. Unless claimant, other than one having a direct Contact with the Contractor, shall have given written notice to any two of the following: The Contractor, the Owner, or the Surety above named, within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Contractor, Owner, or Surety, at any place where an office is regularly maintained for the transaction of business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

2. After the expiration of one (1) year following the date on which Contractor ceased work on said Contract, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

3. Other than in a state court of competent jurisdiction in and for the County or other political subdivision of the state in which the project, or any part thereof, is situated or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

D. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of Mechanic's Liens which may be filed on record against said improvement, whether or not claim for the amount of such lien be presented under or against this bond.

IN TESTIMONY WHEREOF, the Contractor has hereunto set their hand and the Surety caused these present to be executed in its name and its corporate seal to be affixed by its Attorney-in-Fact at

_____, on this _____ day of _____, 20____.

CONTRACTOR: _____ (Seal)

BY: _____

SURETY COMPANY _____

BY: _____

(Attorney-in-Fact)

BY: _____

(Missouri Representative)

(Accompany this bond with Attorney-In-Fact's authority from the Surety Company certified to include the date of this bond.)

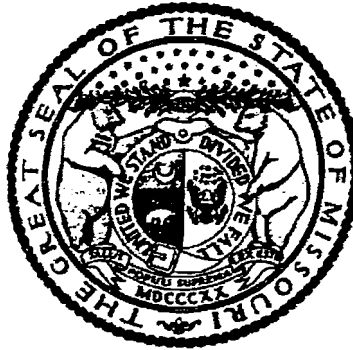
Surety Contact Name: _____ Phone Number: _____

Address: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

Section 010

BOONE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator	10/13		\$31.66	55	60	\$20.11
Boilermaker			\$32.72	57	7	\$26.89
Bricklayer and Stone Mason	6/13		\$28.25	59	7	\$15.38
Carpenter	6/13		\$24.09	60	15	\$14.45
Cement Mason			\$26.08	9	3	\$11.00
Electrician (Inside Wireman)			\$30.78	28	7	\$12.32 + 13%
Electrician (Outside-Line Construction/Lineman)	12/13		\$39.69	43	45	\$5.00 + 37.5%
Lineman Operator	12/13		\$34.26	43	45	\$5.00 + 37.5%
Groundman	12/13		\$26.49	43	45	\$5.00 + 37.5%
Communication Technician			\$30.78	28	7	\$12.32 + 13%
Elevator Constructor		a	\$43.345	26	54	\$25.095
Operating Engineer						
Group I	6/13		\$27.01	86	66	\$23.43
Group II	6/13		\$27.01	86	66	\$23.43
Group III	6/13		\$25.76	86	66	\$23.43
Group III-A	6/13		\$27.01	86	66	\$23.43
Group IV	6/13		\$24.78	86	66	\$23.43
Group V	6/13		\$27.71	86	66	\$23.43
Pipe Fitter	7/13	b	\$34.75	91	69	\$26.28
Glazier		c	\$28.15	122	76	\$14.22 + 5.2%
Laborer (Building):						
General			\$20.81	42	44	\$12.09
First Semi-Skilled			\$22.81	42	44	\$12.09
Second Semi-Skilled			\$21.81	42	44	\$12.09
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter			USE CARPENTER RATE			
Marble Mason	6/13		\$21.15	124	74	\$12.68
Millwright	6/13		\$25.09	60	15	\$14.45
Ironworker	8/13		\$27.91	11	8	\$22.04
Painter	6/13		\$21.35	18	7	\$11.72
Plasterer			\$24.84	94	5	\$11.05
Plumber	7/13	b	\$34.75	91	69	\$26.28
Pile Driver	6/13		\$25.09	60	15	\$14.45
Roofer \ Waterproofer	10/13		\$28.05	12	4	\$14.19
Sheet Metal Worker	7/13		\$29.96	40	23	\$15.12
Sprinkler Fitter - Fire Protection	6/13		\$30.02	33	19	\$18.55
Terrazzo Worker	6/13		\$28.15	124	74	\$14.32
Tile Setter	6/13		\$21.15	124	74	\$12.68
Truck Driver-Teamster						
Group I			\$24.50	101	5	\$9.30
Group II			\$25.15	101	5	\$9.30
Group III			\$24.65	101	5	\$9.30
Group IV			\$25.15	101	5	\$9.30
Traffic Control Service Driver			\$26.415	22	55	\$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%

**b - All work over \$7 Mil. Total Mech. Contract - \$34.75, Fringes - \$26.28

All work under \$7 Mil. Total Mech. Contract - \$33.41, Fringes - \$20.89

c - Vacation: Employees after 1 year - 2%; Employees after 2 years - 4%; Employees after 10 years - 6%

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Means the regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated for at double the regular rate of wages. The work week shall be Monday through Friday, except for midweek holidays.

NO. 11: Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1½) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

NO. 12: Means the work week shall commence on Monday at 12:01 a.m. and shall continue through the following Friday, inclusive of each week. All work performed by employees anywhere in excess of forty (40) hours in one (1) work week, shall be paid for at the rate of one and one-half (1½) times the regular hourly wage scale. All work performed within the regular working hours which shall consist of a ten (10) hour work day except in emergency situations. Overtime work and Saturday work shall be paid at one and one-half (1½) times the regular hourly rate. Work on recognized holidays and Sundays shall be paid at two (2) times the regular hourly rate.

NO. 18: Means the regular work day shall be eight (8) hours. Working hours are from six (6) hours before Noon (12:00) to six (6) hours after Noon (12:00). The regular work week shall be forty (40) hours, beginning between 6:00 a.m. and 12:00 Noon on Monday and ending between 1:00 p.m. and 6:00 p.m. on Friday. Saturday will be paid at time and one-half (1½). Sunday and Holidays shall be paid at double (2) time. Saturday can be a make-up day if the weather has forced a day off, but only in the week of the day being lost. Any time before six (6) hours before Noon or six (6) hours after Noon will be paid at time and one-half (1½).

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 28: Means a regular workday shall consist of eight (8) hours between 7:00 a.m. and 5:30 p.m., with at least a thirty (30) minute period to be taken for lunch. Five (5) days a week, Monday through Friday inclusive, shall constitute a work week. The Employer has the option for a workday/workweek of four (4) ten (10) hour days (4-10's) provided:

- The project must be for a minimum of four (4) consecutive days.
- Starting time may be within one (1) hour either side of 8:00 a.m.
- Work week must begin on either a Monday or Tuesday: If a holiday falls within that week it shall be a consecutive work day. (Alternate: If a holiday falls in the middle of a week, then the regular eight (8) hour schedule may be implemented).
- Any time worked in excess of any ten (10) hour work day (in a 4-10 hour work week) shall be at the appropriate overtime rate.

All work outside of the regular working hours as provided, Monday through Saturday, shall be paid at one & one-half (1½) times the employee's regular rate of pay. All work performed from 12:00 a.m. Sunday through 8:00 a.m. Monday and recognized holidays shall be paid at double (2) the straight time hourly rate of pay. Should employees work in excess of twelve (12) consecutive hours they shall be paid double time (2X) for all time after twelve (12) hours. Shift work performed between the hours of 4:30 p.m. and 12:30 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus ten (10%) percent for seven and one-half (7½) hours work. Shift work performed between the hours of 12:30 a.m. and 8:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus fifteen (15%) percent for seven (7) hours work. A lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required after the completion of a regular shift shall be paid at one and one-half (1½) times the shift hourly rate.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 40: Means the regular working week shall consist of five (5) consecutive (8) hour days' labor on the job beginning with Monday and ending with Friday of each week. Four (4) 10-hour days may constitute the regular work week. The regular working day shall consist of eight (8) hours labor on the job beginning as early as 6:00 a.m. and ending as late as 5:30 p.m. All full or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All hours worked on Saturday and all hours worked in excess of eight (8) hours but not more than twelve (12) hours during the regular working week shall be paid for at time and one-half (1½) the regular hourly rate. All hours worked on Sundays and holidays and all hours worked in excess of twelve (12) hours during the regular working day shall be paid at two (2) times the regular hourly rate. In the event of rain, snow, cold or excessively windy weather on a regular working day, Saturday may be designated as a "make-up" day. Saturday may also be designated as a "make-up" day, for an employee who has missed a day of work for personal or other reasons. Pay for "make-up" days shall be at regular rates.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 42: Means eight (8) hours between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. The starting time may be advanced one (1) or two (2) hours. Employees shall have a lunch period of thirty (30) minutes. The Employer may provide a lunch period of one (1) hour, and in that event, the workday shall commence at 8:00 a.m. and end at 5:00 p.m. The workweek shall commence at 8:00 a.m. on Monday and shall end at 4:30 p.m. on Friday (or 5:00 p.m. on Friday if the Employer grants a lunch period of one (1) hour), or as adjusted by starting time change as stated above. All work performed before 8:00 a.m. and after 4:30 p.m. (or 5:00 p.m. where one (1) hour lunch is granted for lunch) or as adjusted by starting time change as stated above or on Saturday, except as herein provided, shall be compensated at one and one-half (1½) times the regular hourly rate of pay for the work performed. All work performed on Sunday and on recognized holidays shall be compensated at double (2) the regular hourly rate of pay for the work performed. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five eight (8) hour days or four ten (10) hour days Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, they may work ten (10) hours Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) overtime rate. Overtime shall be computed at half-hour intervals. Shift Work: Two (2) or three (3) shifts shall be permitted, provided such shifts are scheduled for a minimum of three (3) consecutive days. The second shift shall begin at 4:30 p.m. and end at 12:30 a.m. with one-half (1/2) hour for lunch between 7:30 p.m. and 9:00 p.m. and shall received eighty (8) hours' pay. The third shift shall begin at 12:30 a.m. and end at 8:00 a.m. with one-half (1/2) hour for lunch between 3:30 a.m. and 5:00 a.m. and shall received (8) hours; pay. There shall be at least one (1) foreman on each shift on jobs where more than one shift is employed, provided that there are two (2) or more employees on second and on the third shifts. All shifts shall arrange to interchange working hours at the end of each week. When three shifts are used, the applicable rate must be paid from Saturday at 8:00 a.m. until the following Monday at 8:00 a.m. When three shifts are employed, the second and third shifts shall contain at least one-half (1/2) as many employees as the first shift.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.65 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 59: Means that except as herein provided, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard eight (8) hour work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight hour days or four (4) ten hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours or forty (40) hours per week. When the five day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week. The regular starting time (and resulting quitting time) may be moved to 6:00 a.m. or delayed to 9:00 a.m. Make-up days shall not be utilized for days lost due to holidays.

NO. 60: Means the Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly wage rate plus fringe benefits Monday through Friday. **SATURDAY MAKE-UP DAY:** If an Employer is prevented from working forty (40) hours, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. It is agreed by the parties that the make-up day is not to be used to make up time lost due to recognized holidays. If an Employer elects to work four 10-hour days, between the hours of 6:30 a.m. and 6:30 p.m. in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one half (1½) the hourly wage rate plus fringe benefits Monday through Friday. If an Employer is working 10-hour days and loses a day due to inclement weather, the Employer may work ten (10) hours on Friday at straight time. All hours worked over the forty (40) hours Monday through Friday will be paid at time and one-half (1½) the hourly wage rate plus fringe benefits. All Millwright work performed in excess of the regular work day and on Saturday shall be compensated for at time and one-half (1½) the regular Millwright hourly wage rate plus fringe benefits. The regular work day starting at 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work accomplished on Sundays and recognized holidays, or days observed as recognized holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. **NOTE:** All overtime is computed on the hourly wage rate plus an amount equal to the fringe benefits.

NO. 86: Means the regular work week shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. The regular work day beginning time may be advanced one or two hours or delayed by one hour. However, the Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, inclement weather or holiday, he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. If an employee declines to work Friday as a make-up day, he shall not be penalized. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1½) of the hourly rate plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 91: Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. **SHIFT WORK:** When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

NO. 94: Means eight (8) hours shall constitute a day's work between the hours of 8:00 a.m. and 5:00 p.m. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All work performed in excess of the regular work day and on Saturday shall be compensated at one and one-half (1½) times the regular pay. In the event time is lost during the work week due to weather conditions, the Employer may schedule work on the following Saturday at straight time. All work accomplished on Sunday and holidays shall be compensated at double the regular rate of wages.

NO. 101: Means that except as provided below, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Monday and end on Friday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When a four (4) ten-hour day work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. Starting time will be designated by the employer. When the five (5) day eight (8) hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. Make-up days shall not be utilized for days lost due to holidays.

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 122: Means forty (40) hours between Monday and Friday shall constitute the normal work week. Work shall be scheduled between the hours of 6:00 a.m. and 6:30 p.m., with one-half hour for lunch. Work in excess of eight (8) hours per day and forty (40) hours per week, and on Saturdays, shall be paid at the rate of one and one-half times the normal rate. Due to inclement weather during the week, Saturday shall be a voluntary make up day.

**BOONE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$25.77 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 3: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed. No work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 8: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

NO. 15: All work accomplished on the recognized holidays of New Year's Day, Decoration Day (Memorial Day), Independence Day (Fourth of July), Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, or days observed as these named holidays, shall be compensated for at double (2) the regular hourly rate of wages plus fringe benefits. If a holiday falls on Saturday, it shall be observed on the preceding Friday. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day, Christmas Day, Decoration Day or Independence Day except to preserve life or property.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 21: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Sunday, shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above listed holidays falling on Saturday shall be observed on the previous Friday, and paid for at double (2) the straight-time rate of pay. If any of the above listed holidays fall on Friday, Saturday, Sunday, or Monday, creating a three-day weekend, then the entire three (3) days (either Friday, Saturday, and Sunday – if the holiday falls on Friday or Saturday; or Saturday, Sunday, and Monday – if the holiday falls on Sunday or Monday) shall be paid for at double (2) the straight-time rate of pay.

NO. 23: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day and Sundays shall be recognized holidays and shall be paid at the double time rate of pay. When a holiday falls on Sunday, the following Monday shall be considered a holiday. When a holiday falls on Saturday, Friday is recognized as a holiday.

**BOONE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 44: All work done on New Year's Day, Memorial Day, Independence Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. If a holiday falls on a Sunday, it shall be observed on the Monday following. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on these days except in emergency to protect life or property. All work performed on these holidays shall be compensated at double the regular hourly rate for the work performed. Overtime shall be computed at half-hour intervals.

NO. 45: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 55: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 60: All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 66: All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

NO. 69: All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 76: Work performed on Holidays shall be paid at the rate of two times the normal rate. Holidays are: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving, Christmas Day. If a holiday falls on a Sunday, it shall be celebrated on the following Monday, if it falls on Saturday, it shall be celebrated on the preceding Friday.

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	1/14	\$29.92	7	16	\$14.25
Millwright	1/14	\$29.92	7	16	\$14.25
Pile Driver	1/14	\$29.92	7	16	\$14.25
Electrician (Outside-Line Construction)\Lineman	12/13	\$39.69	9	12	\$5.00 + 37.5%
Lineman Operator	12/13	\$34.26	9	12	\$5.00 + 37.5%
Lineman - Tree Trimmer		\$23.19	32	31	\$5.00 + 23%
Groundman	12/13	\$26.49	9	12	\$5.00 + 37.5%
Groundman - Tree Trimmer		\$17.10	32	31	\$5.00 + 23%
Operating Engineer					
Group I	6/13	\$26.09	21	5	\$23.32
Group II	6/13	\$25.74	21	5	\$23.32
Group III	6/13	\$25.54	21	5	\$23.32
Group IV	6/13	\$21.89	21	5	\$23.32
Oiler-Driver	6/13	\$21.89	21	5	\$23.32
Laborer					
General Laborer	6/13	\$26.51	2	4	\$12.07
Skilled Laborer	6/13	\$27.11	2	4	\$12.07
Truck Driver-Teamster					
Group I		\$27.52	22	19	\$10.90
Group II		\$27.68	22	19	\$10.90
Group III		\$27.67	22	19	\$10.90
Group IV		\$27.79	22	19	\$10.90
Traffic Control Service Driver		\$26.415	28	27	\$9.045

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

if a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 2: Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**BOONE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

NO. 21: Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. However, the project starting time may be advanced or delayed at the discretion of the Employer. At the discretion of the Employer, when working a five (5) day eight (8) hour schedule, Saturday may be used for a make-up day. If an Employer is prohibited from working on a holiday, that employer may work the following Saturday at the straight time rate. However, the Employer may have the option to schedule his work from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to circumstances beyond his control, he shall have the option to work Friday or Saturday at the straight time rate of pay to complete his forty (40) hours. If an Employer is prohibited from working on a holiday, that Employer may work the following Friday or Saturday at the straight time rate. Overtime will be at one and one-half (1½) times the regular rate. If workmen are required to work the enumerated holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work.

NO. 22: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 28: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**BOONE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 4: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

NO. 5: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. If workmen are required to work the above recognized holidays or days observed as such, or Sundays, they shall receive double (2) the regular rate of pay for such work. The above shall apply to the four 10's Monday through Friday work week. The ten (10) hours shall be applied to the forty (40) hour work week.

NO. 12: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 19: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 27: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 31: All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.

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Date: 6/16/2014

Business Name History

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Custom Fence	Legal

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Charter Number:	X00654952
Status:	Fictitious Active
Entity Creation Date:	4/21/2005
Expiration Date:	4/21/2015

Owners

Name:	Michael K Small
Address:	RR#3 Box 264 Memphis MO 63555

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Search Results

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.

No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220



Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 6/16/2014

Business Name History

Name	Name Type
JC LANDSCAPING LLC	Legal

Limited Liability Company - Domestic - Information

Charter Number:	LC0015340
Status:	Active
Entity Creation Date:	10/8/1997
State of Business.:	MO
Expiration Date:	12/31/2050

Registered Agent

Agent Name:	<u>JEFFREY M. COOK</u>
Office Address:	304 W. PHYLLIS AVE. COLUMBIA MO 65202

Mailing Address:

Organizers

Name:	JEFFREY M. COOK
Address:	304 W. PHYLLIS AVE. COLUMBIA MO 65202

Search Results

Current Search Terms: JC landscaping* LLC*

<p>Notice: This printed document represents only the first page of your SAM search results. More results may be available. To <u>print your complete search results, you can download the PDF and print it.</u></p> <p>No records found for current search.</p>

Glossary

Search

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SAM | System for Award Management 1.0

IBM v1.1792.20140531-1220

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CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 17th day of July 20 14

the following, among other proceedings, were had, viz:

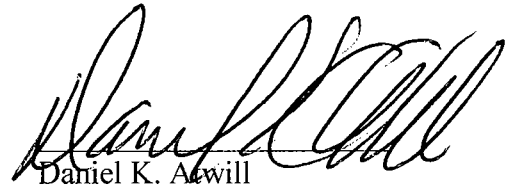
Now on this day the County Commission of the County of Boone does hereby approve the utilization of the State of Missouri Cooperative Contract C312085004 for verbal language interpreter services for Court Services and Prosecuting Attorney's office as needed with International Language Center of St. Louis, MO.

The terms of this Cooperative Contract are stipulated in the attached Purchase Agreement. It is further ordered the Presiding Commissioner is hereby authorized to sign said Purchase Agreement.

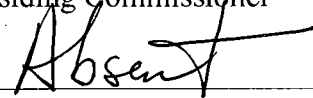
Done this 17th day of July, 2014.

ATTEST:

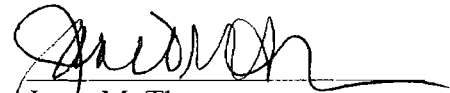
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner



Karen M. Miller
District I Commissioner



Janet M. Thompson
District II Commissioner

347-2014

Boone County Purchasing

Elizabeth Sanders, CPPB
Senior Buyer



613 E. Ash St., Room 111
Columbia, MO 65201
Phone: (573) 886-4393
Fax: (573) 886-4390

MEMORANDUM

TO: Boone County Commission
FROM: Elizabeth Sanders *ES*
DATE: July 10, 2014
RE: Cooperative Contract: C312085004 – Language Interpreter - Verbal

Purchasing requests permission to utilize the cooperative contract C312085004 through State of Missouri, with Bernardo Brunetti, d/b/a International Language Center of St. Louis, Missouri. Services will be for verbal language interpreter services for Court Services and Prosecuting Attorney's office as needed, per the terms and conditions, requirements and specifications of contract C312085004, including prices, as described for Region 10 (County of Boone). Contract C312085004 is attached for reference. Level of service and pricing as follows:

Region 10- Non specialized Interpreter Services

Line Item #055: \$35.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.
Line Item #056: \$35.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.
Line Item #057: \$20.00 each, Emergency Fee for less than 24 hour notice.

Region 10-Specialized Interpreter Services

Line Item #058: \$48.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.
Line Item #059: \$48.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.
Line Item #060: \$20.00 each, Emergency Fee for less than 24 hour notice.

The term for this contract is July 1, 2014 through June 30, 2015. Prosecuting Attorney and Court Services will be primary users of these services, which will be paid from department 1262 Victim Witness, 84700 Witness Expense account.

cc: Contract File
Bonnie Adkins, Prosecuting Attorney's Office
Kathy Lloyd, Circuit Judges' Office
Deborah Sprague, County Legal Counsel Office

**PURCHASE AGREEMENT
FOR
C312085004 – Language Interpreter Services - Verbal**

THIS AGREEMENT dated the 17th day of July 2014 is made between Boone County, Missouri, a political subdivision of the State of Missouri through the Boone County Commission, herein “County” and **Bernardo Brunetti, d/b/a International Language Center**, herein “Vendor.”

IN CONSIDERATION of the parties performance of the respective obligations contained herein, the parties agree as follows:

1. **Contract Documents** - This agreement shall consist of this Purchase Agreement for **Language Interpreter Services-Verbal**, in compliance with all bid specifications and any addenda issued for the State of Missouri Contract C312085004, and Boone County Standard Terms and Conditions. All such documents shall constitute the contract documents which are incorporated herein by reference. Service or product data, specification and literature submitted with bid response may be permanently maintained in the County Purchasing Office bid file for this bid if not attached. In the event of conflict between any of the foregoing documents, this Purchase Agreement, the State of Missouri Contract C312085004, and Boone County Standard Terms and Conditions shall prevail and control over the vendor’s bid response.

2. **Purchase** - The County agrees to purchase from the Vendor and the Vendor agrees to supply the County with language interpreter services-verbal, as specified and priced in State of Missouri’s contract C312085004, for Region 10. Specifically:

Region 10- Non specialized Interpreter Services

Line Item #055: \$45.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.

Line Item #056: \$49.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.

Line Item #057: \$25.00 each, Emergency Fee for less than 24 hour notice.

Region 10-Specialized Interpreter Services

Line Item #058: \$60.00 per hour between 8:00 am and 5:00 pm, Monday through Friday.

Line Item #059: \$60.00 per hour after 5:00 pm weekdays, on weekends and State Holidays.

Line Item #060: \$25.00 each, Emergency Fee for less than 24 hour notice.

3. **Contract Term** - This agreement shall commence on **July 1, 2014 and extend through June 30, 2015** subject to the provisions for termination specified below.

4. **Billing and Payment** - All billing shall be invoiced to the using department. Billings may only include the prices listed in the vendor’s bid response. No additional fees for paper work processing, labor, travel time or expenses, or taxes shall be included as additional charges in excess of the charges in the Vendor’s bid response to the specifications. The County agrees to pay each invoice submitted for services rendered within thirty days of receipt. In the event of a billing dispute, the County reserves the right to withhold payment on the disputed amount; in the event the billing dispute is resolved in favor of the Vendor, the County agrees to pay interest at a rate of 9% per annum on disputed amounts withheld commencing from the last date that payment was due.

5. **Binding Effect** - This agreement shall be binding upon the parties hereto and their successors and assigns for so long as this agreement remains in full force and effect.


6. **Termination** - This agreement may be terminated by the County upon thirty days advance written notice for any of the following reasons or under any of the following circumstances:

- a. County may terminate this agreement due to material breach of any term or condition of this agreement, or
- b. County may terminate this agreement if in the opinion of the Boone County Commission if delivery of products are delayed or products delivered are not in conformity with bidding specifications or variances authorized by County, or
- c. If appropriations are not made available and budgeted for any calendar year.

IN WITNESS WHEREOF the parties through their duly authorized representatives have executed this agreement on the day and year first above written.

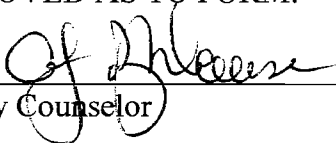
**BERNARDO BRUNETTI, d/b/a
INTERNATIONAL LANGUAGE CENTER**

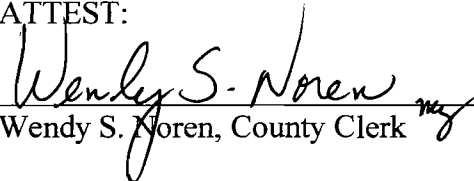
BOONE COUNTY, MISSOURI

by 
title Vice President

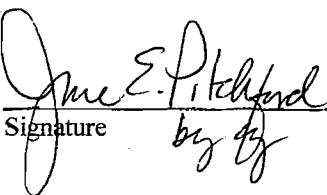
by: Boone County Commission

Daniel K. Atwill, Presiding Commissioner

APPROVED AS TO FORM:

County Counselor

ATTEST:

Wendy S. Noren, County Clerk

In accordance with RSMo 50.660, I hereby certify that a sufficient unencumbered appropriation balance exists and is available to satisfy the obligation(s) arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


Signature by James E. Pitchford

7/11/14
Date

Term and Supply: county wide
1262- Prosecuting Attorney
1230- Jury Services & Court Cost
1241- Juvenile Office
1242- Juvenile Justice Center
No Encumbrance Required
Appropriation Account

STANDARD TERMS AND CONDITIONS - BOONE COUNTY, MISSOURI

1. Responses shall include all charges for packing, delivery, installation, etc., (unless otherwise specified) to the Boone County Department identified in the Request for Bid and/or Proposal.
2. The Boone County Commission has the right to accept or reject any part or parts of all bids, to waive technicalities, and to accept the offer the County Commission considers the most advantageous to the County. Boone County reserves the right to award this bid on an item-by-item basis, or an "all or none" basis, whichever is in the best interest of the County.
3. Bidders must use the bid forms provided for the purpose of submitting bids, must return the bid and bid sheets comprised in this bid, give the unit price, extended totals, and sign the bid.
4. When products or materials of any particular producer or manufacturer are mentioned in our specifications, such products or materials are intended to be descriptive of type or quality and not restricted to those mentioned.
5. Do not include Federal Excise Tax or Sales and Use Taxes in bid process, as law exempts the County from them.
6. The delivery date shall be stated in definite terms, as it will be taken into consideration in awarding the bid.
7. The County Commission reserves the right to cancel all or any part of orders if delivery is not made or work is not started as guaranteed. In case of delay, the Contractor must notify the Purchasing Department.
8. In case of default by the Contractor, the County of Boone will procure the articles or services from other sources and hold the Bidder responsible for any excess cost occasioned thereby.
9. Failure to deliver as guaranteed may disqualify Bidder from future bidding.
10. Prices must be as stated in units of quantity specified, and must be firm. Bids qualified by escalator clauses may not be considered unless specified in the bid specifications.
11. No bid transmitted by fax machine or e-mail will be accepted.
12. The County of Boone, Missouri expressly denies responsibility for, or ownership of any item purchased until same is delivered to the County and is accepted by the County.
13. The County reserves the right to award to one or multiple respondents. The County also reserves the right to not award any item or group of items if the services can be obtained from a state or other governmental entities contract under more favorable terms.
14. The County, from time to time, uses federal grant funds for the procurement of goods and services. Accordingly, the provider of goods and/or services shall comply with federal laws, rules and regulations applicable to the funds used by the County for said procurement, and contract clauses required by the federal government in such circumstances are incorporated herein by reference. These clauses can generally be found in the Federal Transit Administration's Best Practices Procurement Manual – Appendix A. Any questions regarding the applicability of federal clauses to a particular bid should be directed to the Purchasing Department prior to bid opening.

15. In the event of a discrepancy between a unit price and an extended line item price, the unit price shall govern.

16. Should an audit of Contractor's invoices during the term of the Agreement, and any renewals thereof, indicate that the County has remitted payment on invoices that constitute an over-charging to the County above the pricing terms agreed to herein, the Contractor shall issue a refund check to the County for any over-charges within 30-days of being notified of the same.

Insurance Requirements: The Contractor shall not commence work under this contract until they have obtained all insurance required under this paragraph and such insurance has been approved by the County, nor shall the Contractor allow any subcontractor to commence work on their subcontract until all similar insurance required of subcontractor has been so obtained and approved. All policies shall be in amounts, form and companies satisfactory to the County which must carry an A-6 or better rating as listed in the A.M. Best or equivalent rating guide. Insurance limits indicated below may be lowered at the discretion of the County.

Compensation Insurance - The Contractor shall take out and maintain during the life of this contract, **Employee's Liability and Worker's Compensation Insurance** for all of their employees employed at the site of work, and in case any work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Contractor. Worker's Compensation coverage shall meet Missouri statutory limits. Employers' Liability limits shall be \$1,000,000.00 each employee, \$1,000,000.00 each accident, and \$1,000,000.00 policy limit. In case any class of employees engaged in hazardous work under this Contract at the site of the work is not protected under the Worker's Compensation Statute, the Contractor shall provide and shall cause each subcontractor to provide Employers' Liability Insurance for the protection of their employees not otherwise protected.

Comprehensive General Liability Insurance - The Contractor shall take out and maintain during the life of this contract, such comprehensive general liability insurance as shall protect them and any subcontractor performing work covered by this contract, from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by themselves or for any subcontractor or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$2,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death. If the Contract involves any underground/digging operations, the general liability certificate shall include X, C, and U (Explosion, Collapse, and Underground) coverage. If providing Comprehensive General Liability Insurance, then the Proof of Coverage of Insurance shall also be included.

The Contractor has the option to provide **Owner's Contingent or Protective Liability and Property Damage** instead of the **Comprehensive General Liability Insurance-** The Contractor shall provide the County with proof of Owner's Protective Liability and Property Damage Insurance with the County as named insured, which shall protect the County against any and all claims which might arise as a result of the operations of the Contractor in fulfilling the terms of this contract during the life of the Contract. The minimum amounts of such insurance will be \$2,000,000.00 per occurrence, combined single limits. Limits can be satisfied by using a combination of primary and excess coverage. Should any work be subcontracted, these limits will also apply.

COMMERCIAL Automobile Liability – The Contractor shall maintain during the life of this contract, automobile liability insurance in the amount of not less than \$2,000,000.00 combined single limit for any one occurrence, covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Contractor's own automobiles, teams and trucks; hired automobiles, teams and trucks; and both on and off the site of work.

Proof of Carriage of Insurance - The Contractor shall furnish the County with Certificate(s) of Insurance which name the County as additional insured in an amount as required in this contract, contain a description of the project or work to be performed, and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall be on occurrence basis and shall remain in effect until such time as the County has made final acceptance of the facility contracted.

INDEMNITY AGREEMENT: To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend the County, its directors, officers, agents, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees) arising by reason of any act or failure to act, negligent or otherwise, of Contractor, of any subcontractor (meaning anyone, including but not limited to consultants having a contract with contractor or a subcontract for part of the services), of anyone directly or indirectly employed by contractor or by any subcontractor, or of anyone for whose acts the contractor or its subcontractor may be liable, in connection with providing these services. This provision does not, however, require contractor to indemnify, hold harmless, or defend the County of Boone from its own negligence.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
07/10/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELONGING TO THE CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER HUGH BISSELL INSURANCE AGENCY 10807 BIG BEND RD State Farm ST LOUIS, MO 63122	CONTACT NAME: HUGH BISSELL STATE FARM AGENCY PHONE (A/C No. Ext): 314-821-4500 E-MAIL ADDRESS: hugh.bissell.b510@statefarm.com	FAX (A/C No.): 314-821-5452
	INSURER(S) AFFORDING COVERAGE	
INSURED BERNARDO A & DOROTHY BRUNETTI DBA INTERNATIONAL LANGUAGE CENTER 1416 S BIG BEND BLVD ST LOUIS, MO 63117-2204	INSURER A: STATE FARM FIRE & CASUALTY COMPANY	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURER	SUBROGATION	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		95-EM-8527-9	01/30/2014	01/01/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y		95-EM-8527-9-	01/01/2014	01/01/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$	Y		95-15-8395-6	03/25/2014	03/25/2015	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	95-BU-T843-0	01/30/2014	01/30/2015	WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER BOONE COUNTY 613 E ASH ST COLUMBIA, MO 65201	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE H. BISSELL INS AG INC 25 3200 SOUTH ST. LOUIS 1-451
---	--

(Please complete and return with Contract)

Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98 Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS FOR CERTIFICATION)

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Dorothy S. Brunetti

Name and Title of Authorized Representative

D Brunetti

Signature

July 1, 2014

Date

COUNTY OF BOONE - MISSOURI
WORK AUTHORIZATION CERTIFICATION
PURSUANT TO 285.530 RSMo
(FOR ALL AGREEMENTS IN EXCESS OF \$5,000.00)

County of St. Louis)
State of Missouri)ss
)

My name is Dorothy S. Bruneth I am an authorized agent of International Language Center (Bidder). This business is enrolled and participates in a federal work authorization program for all employees working in connection with services provided to the County. This business does not knowingly employ any person that is an unauthorized alien in connection with the services being provided.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Furthermore, all subcontractors working on this contract shall affirmatively state in writing in their contracts that they are not in violation of Section 285.530.1, shall not thereafter be in violation and submit a sworn affidavit under penalty of perjury that all employees are lawfully present in the United States.

[Signature] July 1, 2014
Affiant Date
Dorothy S. Bruneth
Printed Name

Subscribed and sworn to before me this 3rd day of July, 2014.

[Signature]
Notary Public

Attach to this form the first and last page of the E-Verify Memorandum of Understanding that you completed when enrolling.

**SHIRLEY J. STILWELL
NOTARY PUBLIC - NOTARY SEAL
STATE OF MISSOURI
ST. LOUIS COUNTY
MY COMMISSION EXPIRES 1/10/2015
COMMISSION # 11425688**

Company ID Number: 388300

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and Bernardo A. Brunetti (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts or to verify the entire workforce if the contractor so chooses.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor with the FAR E-Verify clause") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed

Company ID Number: 388300

North American Industry Classification Systems Code:	611
Administrator:	
Number of Employees:	10 to 19
Number of Sites Verified for:	1
Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:	
<ul style="list-style-type: none">MISSOURI 1 site(s)	

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Dede S Brunetti	Fax Number:	(314) 647 - 8889
Telephone Number:	(314) 647 - 8888 ext. 205		
E-mail Address:	dede.brunetti@ilcworldwide.com		



STATE OF MISSOURI
OFFICE OF ADMINISTRATION
DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

May 30, 2014

CONTRACT TITLE: Language Interpreter - Verbal
CURRENT CONTRACT PERIOD: July 1, 2014 through June 30, 2015
BUYER INFORMATION: Megan Howser
(573) 751-1686
Megan.howser@oa.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2012 through June 30, 2013	June 30, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS **NOT MANDATORY**.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.oa.mo.gov/purch>.

- Instructions for use of the contract, specifications, requirements, and pricing are attached -.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C312085001	2059056410 0	Interpreters Unlimited 11199 Sorrento Valley Rd Suite 203 PO Box 27660 San Diego, CA 92198 Contact: Shamus Sayed Phone: 800-726-9891 Fax: 800-726-9822 Email: shamus@iugroup.com	N/A	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C312085002	5623768770 0	Bi-Lingual International Assistant Services 1329 Macklind Ave Ste 100 St. Louis, MO 63110 Contact: Julia Ostropolsky Phone: 314-645-7600 Phone Voice Service: 314-712-1663 Message Service: 314-952-7070 Fax: 314-645-7602 Email: juliaostropolsky@cs.com	N/A	Yes
C312085003	4319042690 1	Bi-Lingual In-Home Assistant Services 1329 Macklind Ave Ste 100 St. Louis, MO 63110-1400 Contact: Julia Ostropolsky Phone: 314-645-7600 Phone Voice Service: 314-712-1663 Message Service: 314-952-7070 Fax: 314-645-7602 Email: juliaostropolsky@cs.com	N/A	Yes
C312085004	4312969150 0	International Language Center 1416 S Big Ben Blvd St. Louis, MO 63117 Contact: Dede Brunetti Phone: 314-647-8888 x 205 Fax: 314-647-8889 Email: dede.brunetti@ilcworldwide.com	N/A	Yes
C312085005	2085427180 0	Global Village Language Center 8428 Delmar Blvd St. Louis, MO 63124 Contact: Sarah Disney Phone: 314-989-9112 Fax: 314-989-9120 Email: info@globalvillagelanguagecenter.com	N/A	Yes

STATEWIDE CONTRACT HISTORY

The following summarizes actions related to this Notification of Statewide Contract since its initial issuance. Any and all revisions have been incorporated into the attached document.

Contract Period	Issue Date	Summary of Changes
07/01/14 thru 06/30/15	05/30/14	Renewed all Contracts. Updated address and phone numbers for Contract C312085003 (Bi-Lingual In-Home Assistant Services).
07/01/13 thru 06/30/14	07/02/13	Corrected pricing for Contract C312085004 (International Language Center) Region 23 – St. Louis County and St. Louis City.
07/01/13 thru 06/30/14	05/09/13	Renewed all Contracts. Updated address and phone numbers for Contract C312085003 (Bi-Lingual In-Home Assistant Services).
07/01/12 thru 06/30/13	02/25/13	Added a Survey Form to the end of this Statewide Notice.
07/01/12 thru 06/30/13	12/20/12	Changed the Buyer Information on page one from Julie Kleffner to Megan Howser.
07/01/12 thru 06/30/13	05/30/12	Initial issuance of new statewide contract

The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the written driver examination). The contractor shall agree and understand that the state agency or the individual may be responsible for payment as requested by the state agency. In the event the individual is responsible for payment, the contractor shall agree and understand that the contractor shall charge the individual the applicable firm, fixed prices stated on the Pricing Page. The contractor shall agree and understand that the State of Missouri shall not assume responsibility for any costs associated when the individual is responsible for payment.



STATE OF MISSOURI
 OFFICE OF ADMINISTRATION
 DIVISION OF PURCHASING AND MATERIALS MANAGEMENT

NOTIFICATION OF STATEWIDE CONTRACT

July 2, 2013

CONTRACT TITLE: Language Interpreter - Verbal
CURRENT CONTRACT PERIOD: July 1, 2013 through June 30, 2014
BUYER INFORMATION: Megan Howser
 (573) 751-1686
Megan.howser@ca.mo.gov

RENEWAL INFORMATION	Original Contract Period	Potential Final Expiration
	July 1, 2012 through June 30, 2013	June 30, 2015

ALL PURCHASES MADE UNDER THIS CONTRACT MUST BE FOR **PUBLIC USE ONLY**.
 PURCHASES FOR PERSONAL USE BY PUBLIC EMPLOYEES OR OFFICIALS ARE PROHIBITED.

THE USE OF THIS CONTRACT IS NOT MANDATORY.

This contract has been established for the convenience of state agencies. Local Purchase Authority may be used to purchase supplies/services included in this contract from an alternative source at the discretion of the agency.

The entire contract document may be viewed and printed from the Division of Purchasing & Materials Management's **Awarded Bid & Contract Document Search** located on the Internet at <http://www.ca.mo.gov/purch>

~ Instructions for use of the contract, specifications, requirements, and pricing are attached ~.

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUREMENT
C312085001	2059056410 0	Interpreters Unlimited 11199 Sorrento Valley Rd Suite 203 PO Box 27660 San Diego, CA 92198 Contact: Shamus Sayed Phone: 800-726-9891 Fax: 800-726-9822 Email: shamus@lugroup.com	N/A	Yes

CONTRACT NUMBER	VENDOR NUMBER	VENDOR INFORMATION	MBE/WBE	COOP PROCUR E-MENT
C312085002	5623768770 0	Bi-Lingual International Assistant Services 1329 Macklind Ave Ste 100 St. Louis, MO 63110 Contact: Julia Ostropolsky Phone: 314-645-7600 Phone Voice Service: 314-712-1663 Message Service: 314-952-7070 Fax: 314-645-7602 Email: juliaostropolsky@bi.com	N/A	Yes
C312085003	4319042690 1	Bi-Lingual In-Home Assistant Services 8390 Delmar Blvd., Suite 1002 St. Louis, MO 63124 Contact: Julia Ostropolsky Phone: 314-692-9010 Phone Voice Service: 314-712-1663 Message Service: 314-952-7070 Fax: 314-692-9014 Email: juliaostropolsky@bi.com	N/A	Yes
C312085004	4312969150 0	International Language Center 1416 S Big Ben Blvd St. Louis, MO 63117 Contact: Dede Brunetti Phone: 314-647-8888 x 205 Fax: 314-647-8889 Email: dede.brunetti@ilcworldwide.com	N/A	Yes
C312085005	2085427180 0	Global Village Language Center 8428 Delmar Blvd St. Louis, MO 63124 Contact: Sarah Disney Phone: 314-989-9112 Fax: 314-989-9120 Email: info@globalvillagelanguagecenter.com	N/A	Yes

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The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the written driver examination). The contractor shall agree and understand that the state agency or the individual may be responsible for payment as requested by the state agency. In the event the individual is responsible for payment, the contractor shall agree and understand that the contractor shall charge the individual the applicable firm, fixed prices stated on the Pricing Page. The contractor shall agree and understand that the State of Missouri shall not assume responsibility for any costs associated when the individual is responsible for payment.

1. CONTRACTUAL REQUIREMENTS

1.1 General Requirements:

1.1.1 The contractor shall provide verbal language interpreter services (hereinafter referred to as interpreter services) for any requesting state agency of the State of Missouri in accordance with the provisions and requirements stated herein.

- a. The contractor shall provide interpreter services in all counties within the region(s) indicated in the Notice of Award section of the contract. The contractor shall provide interpreter services at site(s) designated by the state agency. If requested by a state agency, the contractor may provide service outside of an awarded region.
- b. For the purposes of this document, verbal interpreting shall be the translation of English spoken or written concepts (e.g. forms) to the state agency requested language or the translation of the state agency requested language to English spoken or written concepts. Said interpreting shall be accomplished face-to-face in person, not over the telephone.
- c. The contractor shall either provide the interpreter services directly or shall provide interpreters to perform the services in accordance with the provisions and requirements stated herein and to the sole satisfaction of the state agency. Therefore, references to "the contractor" throughout this document shall also be deemed to include the interpreters actually providing the service.

1.1.2 The contractor shall agree and understand that any state agency of the State of Missouri may participate in the contract, but that the contract does not require mandatory participation by any state agency. The State of Missouri does not guarantee any usage of the contract whatsoever.

- a. The contractor shall agree and understand that the contract shall not be construed as an exclusive arrangement and if it is in the best interest of the State of Missouri, a state agency may, at its own discretion, obtain alternate services elsewhere.
- b. Cooperative Procurement Program - If the contractor has indicated agreement on Exhibit B with participation in the Cooperative Procurement Program, the contractor shall provide verbal language interpreter services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities in accordance with the Technical Services Act (67.360 RSMo, which is available on the internet at: <http://www.moga.mo.gov/statutes.c000-099/0670000360.htm>) The contractor shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the State of Missouri bears no financial responsibility for any payments due the contractor by such governmental entities.

1.1.3 Unless otherwise specified herein, the contractor shall furnish all material, labor, facilities, equipment, and supplies necessary to perform the services required herein

1.2 Scheduling Requirements:

1.2.1 The contractor shall provide interpreter services on an as needed, if needed basis at any time 24 hours a day, seven days a week, at a place designated by the state agency.

- a. The contractor must be available in the manner (beeper service, phone voice or message service, etc.) specified on Exhibit B for a state agency to contact the contractor for interpreter services at any time 24 hours a day, seven days a week.

1.2.2 In the event multiple contracts exist for a particular language and location, except as otherwise stated herein, the state agency shall contact the lowest priced contractor based on the type and quantity of interpreter services anticipated being needed and the firm, fixed prices quoted on the Pricing Page for such service. However, in the

event the state agency requires interpreter services for an individual, the state agency shall take the individual's perspective into consideration when selecting the contractor to contact for interpreter services.

- a. If applicable, the state agency shall inform the contractor of possible dangerous situations, including the behavior of the client. The state agency shall take every possible measure to ensure the safety of the contractor. However, the contractor may refuse to provide services for such situations with no negative reflection on contractual performance. The state does not purport to identify every possible instance of a dangerous situation.
- b. Upon contact by the state agency, the contractor shall review the anticipated needs of the state agency and, except when services are needed within the next twenty-four (24) hours (hereinafter referred to as emergency services), the contractor shall advise the state agency within twenty-four (24) hours after the state agency's contact if the required interpreter services can be provided by the contractor within the time frame and at the location required by the state agency.
 - 1) For emergency services, the contractor must advise the state agency immediately if the contractor can meet the state agency's needs in regard to interpreter services. For emergency services, if the contractor does not contact the state agency within a reasonable time frame (as determined by the state agency on a case by case basis), the contractor shall agree and understand that the state agency shall have the right to contact the next lowest priced contractor to obtain the needed services.
- c. In the event the lowest priced contractor is unable to provide the required services due to unavailability of a qualified interpreter, the determination by the state agency of an unacceptable interpreter, or in the event that the contractor doesn't respond regarding the availability of interpreters within the required time frame, the state agency shall contact the next lowest priced contractor. If additional contracts exist, the state agency shall continue to use the same criteria until the needs of the state agency are met.

1.2.3 The contractor shall provide interpreter services to any individual as requested by a state agency (i.e. services to individuals wanting to take the written driver examination). The contractor shall agree and understand that the state agency or the individual may be responsible for payment as requested by the state agency.

- a. In the event the individual is responsible for payment, the contractor shall agree and understand that the contractor shall charge the individual the applicable firm, fixed prices stated on the Pricing Page. The contractor shall agree and understand that the State of Missouri shall not assume responsibility for any costs associated when the individual is responsible for payment.

1.2.4 The contractor shall not assign an interpreter to provide services in excess of forty (40) hours per week for an individual state agency unless requested or approved by the state agency. For purposes of this contract, a week shall begin on a Sunday and end on the following Saturday.

1.2.5 The contractor shall coordinate all interpreter service assignments with the specific state agency requesting interpreter services.

1.2.6 Each time the contractor's services are needed, the state agency shall attempt to utilize the interpreter provided for a minimum of two continuous hours.

1.2.7 In the event a scheduled interpreter is unable to keep an appointment or in the event that a competent interpreter is no longer available, the contractor shall notify the requesting state agency a minimum of twenty-four (24) hours in advance. The contractor shall provide a substitute interpreter with credentials and specialized skills equal to the originally scheduled interpreter. The contractor shall not be paid additional charges or fees for providing a substitute interpreter.

- a. In the event the contractor is unable to provide a substitute for reasons beyond the contractor's control, the contractor must notify the requesting state agency of the contractor's inability to perform the requested service.

- b. Notifying the state agency a minimum of twenty-four (24) hours in advance shall relieve the contractor from providing a substitute for only that particular interpreting assignment.

1.2.8 In the event the contractor is unable to perform services on a consistent basis as determined by the State of Missouri, the contractor's contract may be in breach and appropriate action may be pursued by the State of Missouri.

1.2.9 The state agency shall attempt to give at least twenty-four hours notice to the contractor of a cancellation of services previously requested.

1.3 Specific Interpreter Requirements:

1.3.1 The contractor's interpreter must be competent in the state agency requested language. The contractor's interpreter must possess sufficient education, training, and experience to proficiently interpret verbal communication from English to the state agency requested language and/or the state agency requested language to English. The contractor agrees that the demonstrated proficiency of the interpreter shall be to the sole satisfaction of the state agency and also agrees to replace any interpreter that does not demonstrate satisfactory proficiency.

1.3.2 If required by the state agency, the contractor's interpreter must be a certified verbal language interpreter.

1.3.3 If required by the state agency, the contractor shall provide resumes with references for interpreter(s) available for use by the state agency. The contractor shall not be required to submit more than six (6) such resumes. The state agency reserves the right to conduct interviews with any interpreters identified as being available for interpreting services.

1.3.4 Security Clearance/Screening - Prior to the assignment of an interpreter and if requested by the state agency, the contractor shall conduct the state agency requested security clearance/pre-assignment screening(s):

- a. Security Clearance - The contractor shall request and receive the security clearance information from the Missouri State Highway Patrol for each interpreter. By no later than five (5) calendar days after state agency notification, the contractor shall provide the state agency with a completed Authorization for Release of Information Form (Attachment #1) individually signed by the contractor and the anticipated personnel who shall be providing service. The contractor shall be responsible for the costs associated with conducting the security clearance.

- 1) Upon request by the state agency, the contractor shall submit a copy of the security clearance information to the state agency.
- 2) Upon request by the state agency, the contractor shall supply the state agency with the full name, date of birth, and social security number for each interpreter providing services for that state agency.

- b. Pre-Assignment Screenings -

- 1) Urine Sample Drug Screen - The contractor shall understand and agree that the urine sample drug screen shall be performed at a location designated by the state agency. Other than time and travel costs associated with the urine sample drug screening, the state agency will be responsible for the costs associated with the pre-assignment screenings.
- 2) Criminal Records Check - Criminal records check via fingerprint review and analysis by the Missouri Highway Patrol and, if a resident, student, or current or past employee in another state, a criminal records review will be performed by the Federal Bureau of Investigation. The state agency shall schedule the fingerprinting. Other than time and travel costs associated with the criminal records check, the state agency will be responsible for the records check costs.

- 3) Abuse/neglect report – Time and travel costs associated with the abuse/neglect report shall be the responsibility of the contractor.
 - Abuse/neglect report check by the Division of Family Services (DFS) Child Abuse/Neglect Central Registry. The state agency will complete all forms necessary for the background check.
 - Abuse/neglect report check from the Department of Health and Senior Services, Employment Disqualification List. The state agency will complete all forms necessary for the background check.
- 4) Employee Disqualification Registry - Review of the Department of Mental Health, Employee Disqualification Registry, in which check forms will be completed by the state agency. Time and travel costs associated with the employee disqualification registry shall be the responsibility of the contractor

1.3.5 Based on reviews of resume information, interviews, security clearance/screening information, and/or prior experience with a specific interpreter, the state agency reserves the right to determine any interpreter as unacceptable and reject any or all of the interpreters selected by the contractor as unacceptable. The state agency should provide the contractor with justification for such rejection, however, the decision by the state agency regarding use of such interpreter shall be final and without recourse.

1.3.6 In the event a conflict and/or problem occurs with any interpreter(s) provided by the contractor, the state agency should notify the contractor.

1.4 Specialized Interpreter Services:

1.4.1 If requested by the state agency, the contractor shall provide specialized interpreter services. The contractor shall understand and agree that the specific requirements of performing specialized interpretation services shall be identified by the state agency at the time of the request for service.

a. For example, the contractor may be assisting state agency personnel in the admission of a client to a psychiatric hospital. The contractor would have to interpret between the client and the client's doctor. The client(s) may be adult(s), child(ren), or adolescent(s). The specifics shall be identified by the using state agency at the time the contractor's services are requested.

b. For the purposes of the contract, the term specialized shall include, but not be limited to, interpreting medical concepts/language, mental health therapy, mental health testing and evaluation, mental health topics in therapeutic situations, legal topics/concepts that focus on a client's incarcerations, capacity, etc., and highly technical concepts such as data processing terms.

1) Interpreting assignments that are not involved in helping to determine a client's mental or legal status shall not be termed specialized unless the state agency chooses to term the assignment as specialized.

2) Training sessions, similarly, shall not be termed specialized even if the training is for mental health consumers or employees. The determination of when a needed interpreter services is considered "specialized" shall be mutually agreed upon by the contractor and the state agency. In the event of a dispute, the determination of the state agency shall be final.

1.5 Reporting Requirements:

1.5.1 By no later than thirty (30) calendar days following the end of the contract period, the contractor shall submit a usage report to the Division of Purchasing and Materials Management of the services provided for all of the various using state agencies during the previous contract period. The contractor must submit the report using Attachment 2 in Excel. Reports in PDF or similar format shall be considered unacceptable. At a minimum the report must contain the information listed in Attachment 2.

- a. In addition, the contractor shall submit the usage report to any state agency requesting such report in a frequency requested by such state agency. The contractor shall submit the usage report to the requesting state agency for only those services provided for the specific state agency. The contractor must submit the report electronically, in an analysis-ready format specified by the state agency, such as Microsoft Excel or Access.
- b. The contractor shall develop and provide ad hoc reports as required and requested by the Division of Purchasing and Materials Management or any state agency at no additional cost to the state. The contractor must submit the ad hoc reports electronically in an analysis-ready format specified and approved by the Division of Purchasing and Materials Management or requesting state agency.

1.6 Invoicing and Payment Requirements:

- 1.6.1 Prior to any payments becoming due under the contract, the contractor must return a completed state Vendor Input/ACH-EFT Application, which is downloadable from the Vendor Services Portal at: <https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>.
 - a. The contractor understands and agrees that the State of Missouri reserves the right to make contract payments through electronic funds transfer (EFT).
 - b. The contractor must submit invoices on the contractor's original descriptive business invoice form and must use a unique invoice number with each invoice submitted. The unique invoice number will be listed on the State of Missouri's EFT addendum record to enable the contractor to properly apply the state agency's payment to the invoice submitted. The contractor may obtain detailed information for payments issued for the past 24 months from the State of Missouri's central accounting system (SAM II) on the Vendor Services Portal at:
<https://www.vendorservices.mo.gov/vendorservices/Portal/Default.aspx>
- 1.6.2 Upon completion of the specific interpreting assignment, the contractor shall invoice the state agency which has received the service. The invoice must state the name(s) of the interpreter providing service, the language interpreted, and the number of hours of service provided by each interpreter.
- 1.6.3 The contractor shall be paid the applicable prices for services provided according to prices stated on the Pricing Page for services actually provided unless otherwise stated herein.
 - a. The contractor shall be paid on an hourly basis by the state agency requesting interpreter services and for which services have been provided. The hourly price shall begin at the scheduled time of the interpreting assignment as requested and authorized by the state agency. (provided the interpreter is present at the scheduled time), and shall be prorated to the quarter hour to correspond to the actual time of delivered service. The applicable hourly price chargeable shall be based on the time for the assignment of service.
 - b. In the event the contractor provides interpreter services within twenty-four hours of the state agency's request, the contractor shall be entitled to the emergency fee stated on the Pricing Page, in addition to the hourly price for service. The emergency fee shall be a one-time charge and shall be assessed only for the specific work assignment to which it applies.
 - c. In the event the contractor's services are required for less than two hours for attending any scheduled interpreting assignment as requested and authorized by a state agency or in the event an assignment is cancelled by the state agency without at least twenty-four hours notice of the cancellation, the contractor shall be paid for two hours of service.
 - d. The contractor shall not be paid for the time allotted for the interpreter's lunch break, or other extended official dismissal.

- e. In the event of a dispute regarding invoicing occurs, the state agency shall determine the appropriate invoicing amount (hours to be invoiced). The contractor shall agree and understand that the state agency's determination shall be final and without recourse.
- 1.6.4 In the event fewer hours of service are provided than originally requested by the state agency, the contractor shall be paid as follows:
- a. If eight hours or less service are requested and provided, the contractor shall be paid for the amount of service requested.
 - b. If more than eight hours of service are requested but eight hours or less are provided, the contractor shall be paid for eight hours.
 - c. If more than eight hours of service are provided, the contractor shall be paid for the actual number of hours of service provided.
- 1.6.5 In the event the state agency requests interviews prior to selecting an interpreter, the state agency shall pay the contractor for the actual time of the face-to-face, in person interview(s) for each interpreter and, if present, the contractor's management. The contractor's management and the person shall be paid for the actual time of the interviews in accordance with the firm, fixed price per hour stated on the Pricing Page for non-specialized services.
- 1.6.6 The contractor shall not receive payment for travel time nor reimbursement for travel expenses incurred while providing services within the contractor's awarded region(s).
- 1.6.7 In the event the contractor provides verbal language interpreter services outside the contractor's awarded region(s), the contractor shall be paid reimbursed as follows:
- a. Travel reimbursement - The contractor shall be reimbursed as specified below for travel expenses incurred within the geographic boundaries of the State of Missouri when required to travel away from the contractor's official domicile in order to fulfill the requirements of the contract. The contractor must obtain the written approval of the state agency prior to incurring any travel expenses. The contractor must provide the state agency with the amount of detail on the travel request as required by the state agency in order for the state agency to review the appropriateness of travel and estimated travel charges.
 - 1) Mileage – The contractor shall be reimbursed for travel mileage at the current per mile reimbursement rate ordered by the commissioner of administration pursuant to section 33.095, RSMo. The current per mile reimbursement rate can be found under the mileage link on the right hand side of the page at the following website: <http://oa.mo.gov/travel/>
 - 2) Lodging – If overnight lodging is approved by the state agency, the contractor shall be reimbursed for actual lodging expenses incurred subject to the maximum amounts specified in the Contiguous US Per Diem Rates (CONUS) which can be accessed from <http://oa.mo.gov/travel/> by clicking on CONUS on the right hand side of the page or by clicking on the link for "Per Diem Rates" at the following Internet address: <http://www.gsa.gov>. If contractor's lodging costs will exceed the limits specified in CONUS, the contractor must obtain the prior written approval of the state agency for an exception to CONUS. The decision to approve or deny the exception request shall rest solely with the state agency and shall be based on the situation.
 - 3) Meals – The contractor shall be reimbursed for the actual cost of meals subject to the most current maximum meal per diem specified on the State Meal Per Diem web site which can be found by clicking on the link for "Meals per diem" from <http://oa.mo.gov/travel/>
 - 4) Other miscellaneous travel expenses – The contractor shall be reimbursed the actual amount of other travel expenses incurred, provided that the state agency approved the possibility for and estimates of

such expenses in advance and that the actual expenses incurred are reasonable for the location in which the travel occurred.

5) Invoicing and Payment – The contractor must itemize all expenses incurred including miles traveled on the invoice submitted to the state agency for reimbursement and must attach original receipts for expenses. The contractor shall be reimbursed for such expenses, after receipt of all required documentation and approval by the state agency of the invoice and documentation.

b. The contractor shall understand that each state agency utilizing the contractor’s services shall be solely responsible for payment for only those services requested by that state agency.

1.6.8 Other than the payments and reimbursements specified above, no other payments or reimbursements shall be made to the contractor.

1.6.9 If a request by the contractor for payment or reimbursement is denied, the state agency shall provide the contractor with written notice of the reason(s) for denial.

1.6.10 If the contractor is overpaid by the state agency, upon official notification by the state agency, the contractor shall provide the state agency (1) with a check payable as instructed by the state agency in the amount of such overpayment at the address specified by the state agency or (2) deduct the overpayment from the monthly invoices as requested by the state agency.

1.7 Other Contractual Requirements:

1.7.1 Contract - A binding contract shall consist of: (1) the IFB and any amendments thereto, (2) the contractor’s response (bid) to the IFB, (3) clarification of the bid, if any, and (4) the Division of Purchasing and Materials Management’s acceptance of the response (bid) by “notice of award”. All Exhibits and Attachments included in the IFB shall be incorporated into the contract by reference.

a. A notice of award issued by the State of Missouri does not constitute an authorization for shipment of equipment or supplies or a directive to proceed with services. Before providing equipment, supplies and/or services for the State of Missouri, the contractor must receive a properly authorized purchase order or other form of authorization given to the contractor at the discretion of the state agency.

b. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein.

c. Any change to the contract, whether by modification and/or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representative of the contractor and the Division of Purchasing and Materials Management prior to the effective date of such modification. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification to the contract.

1.7.2 Contract Period - The original contract period shall be as stated on page 1 of the Invitation for Bid (IFB). The contract shall not bind, nor purport to bind, the state for any contractual commitment in excess of the original contract period. The Division of Purchasing and Materials Management shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods, or any portion thereof. In the event the Division of Purchasing and Materials Management exercises such right, all terms and conditions, requirements and specifications of the contract shall remain the same and apply during the renewal period, pursuant to applicable option clauses of this document.

1.7.3 Renewal Periods - If the option for renewal is exercised by the Division of Purchasing and Materials Management, the contractor shall agree that the prices for the renewal period shall not exceed the maximum price for the applicable renewal period stated on the Pricing Page of the contract.

- a. If renewal prices are not provided, then prices during renewal periods shall be the same as during the original contract period.
- b. In addition, the contractor shall understand and agree that renewal period price increases specified in the contract are not automatic. At the time of contract renewal, if the state determines funding does not permit the specified renewal pricing increase or even a portion thereof, the renewal pricing shall remain the same as during the previous contract period. If such action is rejected by the contractor, the contract may be terminated, and a new procurement process may be conducted. The contractor shall also understand and agree the state may determine funding limitations necessitate a decrease in the contractor's pricing for the renewal period(s). If such action is necessary and the contractor rejects the decrease, the contract may be terminated, and a new procurement process may be conducted.
- c. The contractor may add languages for which offering services at the time of contract renewal.

1.7.4 Termination - The Division of Purchasing and Materials Management reserves the right to terminate the contract at any time, for the convenience of the State of Missouri, without penalty or recourse, by giving written notice to the contractor at least thirty (30) calendar days prior to the effective date of such termination. The contractor shall be entitled to receive compensation for services and/or supplies delivered to and accepted by the State of Missouri pursuant to the contract prior to the effective date of termination.

1.7.5 Contractor Liability - The contractor shall be responsible for any and all personal injury (including death) or property damage as a result of the contractor's negligence involving any equipment or service provided under the terms and conditions, requirements and specifications of the contract. In addition, the contractor assumes the obligation to save the State of Missouri, including its agencies, employees, and assignees, from every expense, liability, or payment arising out of such negligent act.

- a. The contractor also agrees to hold the State of Missouri, including its agencies, employees, and assignees, harmless for any negligent act or omission committed by any subcontractor or other person employed by or under the supervision of the contractor under the terms of the contract.
- b. The contractor shall not be responsible for any injury or damage occurring as a result of any negligent act or omission committed by the State of Missouri, including its agencies, employees, and assignees.
- c. Under no circumstances shall the contractor be liable for any of the following: (1) third party claims against the state for losses or damages (other than those listed above); (2) loss of, or damage to, the state's records or data; or (3) economic consequential damages (including lost profits or savings) or incidental damages, even if the contractor is informed of their possibility.

1.7.6 Insurance - The contractor shall understand and agree that the State of Missouri cannot save and hold harmless and or indemnify the contractor or employees against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must have and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the State of Missouri, its agencies, its employees, its clients, and the general public against any such loss, damage and/or expense related to his/her performance under the contract. The insurance shall include an endorsement that adds the State of Missouri as an additional insured. Self-insurance coverage or another alternative risk financing mechanism may be utilized provided that such coverage is verifiable and irrevocably reliable and the State of Missouri is protected as an additional insured. In the event any insurance coverage is canceled, the state agency must be notified immediately.

1.7.7 Subcontractors - Any subcontracts for the products/services described herein must include appropriate provisions and contractual obligations to ensure the successful fulfillment of all contractual obligations agreed to by the contractor and the State of Missouri and to ensure that the State of Missouri is indemnified, saved, and held harmless from and against any and all claims of damage, loss, and cost (including attorney fees) of any kind related to a subcontract in those matters described in the contract between the State of Missouri and the contractor.

- a. The contractor shall expressly understand and agree that he/she shall assume and be solely responsible for all legal and financial responsibilities related to the execution of a subcontract.
- b. The contractor shall agree and understand that utilization of a subcontractor to provide any of the products/services in the contract shall in no way relieve the contractor of the responsibility for providing the products/services as described and set forth herein.
- c. Pursuant to subsection 1 of section 285.530, RSMo, no contractor or subcontractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. In accordance with sections 285.525 to 285.550, RSMo, a general contractor or subcontractor of any tier shall not be liable when such contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of section 285.530, RSMo, if the contract binding the contractor and subcontractor affirmatively states that:
 - 1) The direct subcontractor is not knowingly in violation of subsection 1 of section 285.530, RSMo, and shall not henceforth be in such violation.
 - 2) The contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

1.7.8 Substitution of Personnel - The contractor agrees and understands that any substitution of the specific key individual(s) and/or personnel qualifications identified in the bid must be with individual(s) of equal or better qualifications than originally proposed.

1.7.9 Authorized Personnel:

- a. The contractor shall only employ personnel authorized to work in the United States in accordance with applicable federal and state laws. This includes but is not limited to the Illegal Immigration Reform and Immigrant Responsibility Act (IIRIRA) and INA Section 274A.
- b. If the contractor is found to be in violation of this requirement or the applicable state, federal and local laws and regulations, and if the State of Missouri has reasonable cause to believe that the contractor has knowingly employed individuals who are not eligible to work in the United States, the state shall have the right to cancel the contract immediately without penalty or recourse and suspend or debar the contractor from doing business with the state. The state may also withhold up to twenty-five percent of the total amount due to the contractor.
- c. The contractor shall agree to fully cooperate with any audit or investigation from federal, state, or local law enforcement agencies.
- d. If the contractor meets the definition of a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, the contractor shall maintain enrollment and participation in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the contracted services included herein. If the contractor's business status changes during the life of the contract to become a business entity as defined in section 285.525, RSMo, pertaining to section 285.530, RSMo, then the contractor shall, prior to the performance of any services as a business entity under the contract:
 - 1) Enroll and participate in the E-Verify federal work authorization program with respect to the employees hired after enrollment in the program who are proposed to work in connection with the services required herein; AND
 - 2) Provide to the Division of Purchasing and Materials Management the documentation required in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization affirming said company's/individual's enrollment and participation in the E-Verify federal work authorization program; AND

3) Submit to the Division of Purchasing and Materials Management a completed, notarized Affidavit of Work Authorization provided in the exhibit titled, Business Entity Certification, Enrollment Documentation, and Affidavit of Work Authorization.

e. In accordance with subsection 2 of section 285.530, RSMo, the contractor should renew their Affidavit of Work Authorization annually. A valid Affidavit of Work Authorization is necessary to award any new contracts.

1.7.10 Contractor Status - The contractor represents himself or herself to be an independent contractor offering such services to the general public and shall not represent himself/herself or his/her employees to be an employee of the State of Missouri. Therefore, the contractor shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, etc., and agrees to indemnify, save, and hold the State of Missouri, its officers, agents, and employees, harmless from and against, any and all loss; cost (including attorney fees); and damage of any kind related to such matters.

1.7.11 Property of State - All documents, data, reports, supplies, equipment, and accomplishments prepared, furnished, or completed by the contractor pursuant to the terms of the contract shall become the property of the State of Missouri. Upon expiration, termination, or cancellation of the contract, said items shall become the property of the State of Missouri.

1.7.12 Confidentiality:

a. The contractor shall agree and understand that all discussions with the contractor and all information gained by the contractor as a result of the contractor's performance under the contract shall be confidential and that no reports, documentation, or material prepared as required by the contract shall be released to the public without the prior written consent of the state agency.

b. If required by the state agency, the contractor and any required contractor personnel must sign specific documents regarding confidentiality, security, or other similar documents upon request. Failure of the contractor and any required personnel to sign such documents shall be considered a breach of contract and subject to the cancellation provisions of this document.

c. The contractor shall maintain strict confidentiality of all patient and client information or records supplied to it by the state agency or that the contractor establishes as a result of contract activities. The contents of such records shall not be disclosed to anyone other than the state agency and the patient/client or the patient's/client's parent or legal guardian unless such disclosure is required by law.

1) The contractor assumes liability for all disclosures of confidential information by the contractor and/or the contractor's/provider's subcontractors and employees.

2) The contractor agrees to comply with all applicable provisions of the Federal Standards for Privacy of Individually Identifiable Health Information (45 C.F.R. Parts 160 and 164).

d. The contractor shall agree that the state agency utilizing the contractor's services may be required to comply with 45 CFR 160 and 45 CFR 164, and that to achieve such compliance, the contractor must appropriately safeguard Protected Health Information (as that term is defined in 45 CFR 164.501), which the contractor receives from or creates or receives on behalf of the state agency. In such situations and to provide reasonable assurance of appropriate safeguards, the contractor shall be required to sign a Business Associate Agreement provided by the using state agency.

1.7.13 Participation by Other Organizations - The contractor must comply with any Organization for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid.

a. The contractor shall prepare and submit to the Division of Purchasing and Materials Management a report detailing all payments made by the contractor to Organizations for the Blind/Sheltered Workshops

participating in the contract for the reporting period. The contractor must submit the report on a monthly basis, unless otherwise determined by the Division of Purchasing and Materials Management.

- b. The Division of Purchasing and Materials Management will monitor the contractor's compliance in meeting the Organizations for the Blind/Sheltered Workshop participation levels committed to in the contractor's awarded bid. If the contractor's payments to the participating entities are less than the amount committed, the state may cancel the contract and/or suspend or debar the contractor from participating in future state procurements, or retain payments to the contractor in an amount equal to the value of the participation commitment less actual payments made by the contractor to the participating entity. If the Division of Purchasing and Materials Management determines that the contractor becomes compliant with the commitment, any funds retained as stated above, will be released.
- c. If a participating entity fails to retain the required certification or is unable to satisfactorily perform, the contractor must obtain other organizations for the blind/sheltered workshops to fulfill the participation requirements committed to in the contractor's awarded bid.
 - 1) The contractor must obtain the written approval of the Division of Purchasing and Materials Management for any new entities. This approval shall not be arbitrarily withheld.
 - 2) If the contractor cannot obtain a replacement entity, the contractor must submit documentation to the Division of Purchasing and Materials Management detailing all efforts made to secure a replacement. The Division of Purchasing and Materials Management shall have sole discretion in determining if the actions taken by the contractor constitute a good faith effort to secure the required participation and whether the contract will be amended to change the contractor's participation commitment.
- d. Within thirty days of the end of the original contract period, the contractor must submit an affidavit to the Division of Purchasing and Materials Management. The affidavit must be signed by the director or manager of the participating Organizations for the Blind/Sheltered Workshop verifying provision of products and/or services and compliance of all contractor payments made to the Organizations for the Blind/Sheltered Workshops. The contractor may use the affidavit available on the Division of Purchasing and Materials Management's website at <http://oa.mo.gov/purch/vendor.html> or another affidavit providing the same information.

1.8 Federal Funds Requirements - The contractor shall understand and agree that the contract may involve the use of federal funds. Therefore, for any federal funds used, the following paragraphs shall apply:

1.8.1 In performing its responsibilities under the contract, the contractor shall fully comply with the following Office of Management and Budget (OMB) administrative requirements and cost principles, as applicable, including any subsequent amendments:

- a. Uniform Administrative Requirements - A-102 - State/Local Governments; 2 CFR 215 - Hospitals, Colleges and Universities, For-Profit Organizations (if specifically included in federal agency implementation), and Not-For-Profit Organizations (OMB Circular A-110).
- b. Cost Principles - 2CFR 225 - State/Local Governments (OMB Circular A-87); A-122 - Not-For-Profit Organizations; A-21 - Colleges and Universities; 48 CFR 31.2 - For-Profit Organizations; 45 CFR 74 Appendix E - Hospitals.

1.8.2 Steven's Amendment - In accordance with the Departments of Labor, Health and Human Services, and Education and Related Agencies Appropriations Act, Public Law 101-166, Section 511, "Steven's Amendment", the contractor shall not issue any statements, press releases, and other documents describing projects or programs funded in whole or in part with Federal money unless the prior approval of the state agency is obtained and unless they clearly state the following as provided by the state agency:

- a. The percentage of the total costs of the program or project which will be financed with Federal money;
- b. The dollar amount of Federal funds for the project or program; and

- c. The percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources.
- 1.8.3 The contractor shall comply with 31 U.S.C. 1352 relating to limitations on use of appropriated funds to influence certain federal contracting and financial transactions. No funds under the contract shall be used to pay the salary or expenses of the contractor, or agent acting for the contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress or Missouri General Assembly. The contractor shall comply with all requirements of 31 U.S.C. 1352 which is incorporated herein as if fully set forth. The contractor shall submit to the state agency, when applicable, Disclosure of Lobbying Activities reporting forms.
- 1.8.4 The contractor shall comply with the requirements of the Single Audit Act Amendments of 1996 (P.L. 104-156) and Circular A-133, including subsequent amendments or revisions, as applicable or 2 CFR 215.26 as it relates to for-profit hospitals and commercial organizations. A copy of any audit report shall be sent to the state agency each contract year if applicable. The contractor shall return to the state agency any funds disallowed in an audit of the contract.
- 1.8.5 The contractor shall comply with the Pro-Children Act of 1994 (20 U.S.C. 6081), which prohibits smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.
- 1.8.6 The contractor shall comply with 37 CFR part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations, as applicable.
- 1.8.7 The contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).
- 1.8.8 If the contractor is a sub-recipient as defined in OMB Circular A-133, Section 210, the contractor shall comply with all applicable implementing regulations, and all other laws, regulations and policies authorizing or governing the use of any federal funds paid to the contractor through the contract.
- 1.8.9 Non-Discrimination and ADA - The contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
- a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
 - b. Equal Pay Act of 1963 (P.L. 88 -38, as amended, 29 U.S.C. Section 206 (d));
 - c. Title IX of the Education Amendments of 1972, as amended (20 U.S.C 1681-1683 and 1685-1686) which prohibits discrimination on the basis of sex;
 - d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) which prohibit discrimination on the basis of disabilities;
 - e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
 - f. Equal Employment Opportunity – E.O. 11246, "Equal Employment Opportunity", as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity";
 - g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Requirements;
 - h. Missouri Governor's E.O. #94-03 (excluding article II due to its repeal);
 - i. Missouri Governor's E.O. #05-30; and
 - j. The requirements of any other nondiscrimination federal and state statutes, regulations and executive orders which may apply to the services provided via the contract.

1.9 Business Associate Provisions:

1.9.1 Health Insurance Portability and Accountability Act of 1996, as amended – The contractor shall agree and understand that some of the state agencies that may utilize the contractor’s services are subject to and must comply with the provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH) (PL-111-5) (collectively, and hereinafter, HIPAA) and all regulations promulgated pursuant to authority granted therein. If services are performed for such state agency, the state agency and the contractor are both subject to and must comply with such HIPAA provisions. The contractor constitutes a “Business Associate” of such state agency as such term is defined in the Code of Federal Regulations (CFR) at 45 CFR 160.103. Therefore, the term, “contractor” as used in this section shall mean “Business Associate.”

a. The contractor shall agree and understand that for purposes of the Business Associate Provisions contained herein, terms used but not otherwise defined shall have the same meaning as those terms defined in 45 CFR parts 160 and 164 and 42 U.S.C. §§ 17921 *et. seq.* including, but not limited to the following:

- 1) “Access”, “administrative safeguards”, “confidentiality”, “covered entity”, “data aggregation”, “designated record set”, “disclosure”, “hybrid entity”, “information system”, “physical safeguards”, “required by law”, “technical safeguards”, “use” and “workforce” shall have the same meanings as defined in 45 CFR 160.103, 164.103, 164.304, and 164.501 and HIPAA.
- 2) “Breach” shall mean the unauthorized acquisition, access, use, or disclosure of Protected Health Information which compromises the security or privacy of such information, except as provided in 42 U.S.C. § 17921. This definition shall not apply to the term “breach of contract” as used within the contract.
- 3) “Electronic Protected Health Information” shall mean information that comes within paragraphs (1)(i) or (1)(ii) of the definition of Protected Health Information as specified below.
- 4) “Enforcement Rule” shall mean the HIPAA Administrative Simplification: Enforcement; Final Rule at 45 CFR parts 160 and 164.
- 5) “Individual” shall have the same meaning as the term “individual” in 45 CFR 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502 (g).
- 6) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- 7) “Protected Health Information” as defined in 45 CFR 160.103, shall mean individually identifiable health information:
 - (1) Except as provided in paragraph (2) of this definition, that is: (i) Transmitted by electronic media; or (ii) Maintained in electronic media; or (iii) Transmitted or maintained in any other form or medium.
 - (2) Protected Health Information excludes individually identifiable health information in (i) Education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. 1232g; (ii) Records described at 20 U.S.C. 1232g(a)(4)(B)(iv); and (iii) Employment records held by a covered entity (state agency) in its role as employer.
- 8) “Security Incident” shall be defined as set forth in the “Obligations of the Contractor” section of the Business Associate Provisions.
- 9) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR part 164, subpart C.
- 10) “Unsecured Protected Health Information” shall mean Protected Health Information that is not secured through the use of a technology or methodology determined in accordance with 42 U.S.C. § 17932 or as otherwise specified by the secretary of Health and Human Services.

b. The contractor agrees and understands that wherever in this document the term Protected Health Information is used, it shall also be deemed to include Electronic Protected Health Information.

c. The contractor must appropriately safeguard Protected Health Information which the contractor receives from or creates or receives on behalf of the state agency. To provide reasonable assurance of appropriate safeguards, the contractor shall comply with the Business Associate Provisions stated herein.

- d. The state agency and the contractor agree to amend the contract as is necessary for the parties to comply with the requirements of HIPAA and the Privacy Rule, Security Rule, Enforcement Rule, and other rules as later promulgated (hereinafter referenced as the regulations promulgated thereunder).

1.9.2 Permitted uses and disclosures of Protected Health Information:

- a. The contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the state agency as specified in the contract, provided that such use or disclosure would not violate HIPAA and the regulations promulgated thereunder.
- b. The contractor may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR 164.502(j)(1) and shall notify the state agency by no later than ten (10) calendar days after the contractor becomes aware of the disclosure of the Protected Health Information.
- c. If required to properly perform the contract and subject to the terms of the contract, the contractor may use or disclose Protected Health Information if necessary for the proper management and administration of the contractor's business.
- d. If the disclosure is required by law, the contractor may disclose Protected Health Information to carry out the legal responsibilities of the contractor.

1.9.3 Obligations of the Contractor:

- a. The contractor shall not use or disclose Protected Health Information other than as permitted or required by the contract or as otherwise required by law, and shall comply with the minimum necessary disclosure requirements set forth in 45 CFR § 164.502(b).
- b. The contractor shall use appropriate administrative, physical and technical safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by the contract. Such safeguards shall include, but not be limited to:
 - 1) Workforce training on the appropriate uses and disclosures of Protected Health Information pursuant to the terms of the contract.
 - 2) Policies and procedures implemented by the contractor to prevent inappropriate uses and disclosures of Protected Health Information by its workforce.
 - 3) Encryption of any portable device used to access or maintain protected health information or use of equivalent safeguard.
 - 4) Encryption of any transmission of electronic communication containing protected health information or use of equivalent safeguard.
 - 5) Any other safeguards necessary to prevent the inappropriate use or disclosure of Protected Health Information.
- c. With respect to Electronic Protected Health Information, the contractor shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Electronic Protected Health Information that contractor creates, receives, maintains or transmits on behalf of the state agency.
- d. The contractor shall require that any agent or subcontractor to whom the contractor provides any Protected Health Information received from, created by, or received by the contractor pursuant to the contract, also agrees to the same restrictions and conditions stated herein that apply to the contractor with respect to such information.
- e. By no later than ten (10) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall make the contractor's internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected

Health Information received from, created by, or received by the contractor on behalf of the state agency available to the state agency and/or to the Secretary of the Department of Health and Human Services or designee for purposes of determining compliance with the Privacy Rule.

- f. The contractor shall document any disclosures and information related to such disclosures of Protected Health Information as would be required for the state agency to respond to a request by an individual for an accounting of disclosures of Protected Health Information in accordance with 42 USCA §17932 and 45 CFR 164.528. By no later than five (5) calendar days of receipt of a written request from the state agency, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, the contractor shall provide an accounting of disclosures of Protected Health Information regarding an individual to the state agency. If requested by the state agency or the individual, the contractor shall provide an accounting of disclosures directly to the individual. The contractor shall maintain a record of any accounting made directly to an individual at the individual's request and shall provide such record to the state agency upon request.
- g. In order to meet the requirements under 45 CFR 164.524, regarding an individual's right of access, the contractor shall, within five (5) calendar days following a state agency request, or as otherwise required by state or federal law or regulation, or by another time as may be agreed upon in writing by the state agency, provide the state agency access to the Protected Health Information in an individual's designated record set. However, if requested by the state agency, the contractor shall provide access to the Protected Health Information in a designated record set directly to the individual for whom such information relates.
- h. At the direction of the state agency, the contractor shall promptly make any amendment(s) to Protected Health Information in a Designated Record Set pursuant to 45 CFR 164.526.
- i. The contractor shall report to the state agency's Security Officer any security incident immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. For purposes of this paragraph, security incident shall mean the attempted or successful unauthorized access, use, modification or destruction of information or interference with systems operations in an information system. This does not include trivial incidents that occur on a daily basis, such as scans, "pings," or unsuccessful attempts that do not penetrate computer networks or servers or result in interference with system operations. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan of action for approval that describes plans for preventing any such future security incidents.
- j. The contractor shall report to the state agency's Privacy Officer any unauthorized use or disclosure of Protected Health Information not permitted or required as stated herein immediately upon becoming aware of such use or disclosure and shall take immediate action to stop the unauthorized use or disclosure. By no later than five (5) calendar days after the contractor becomes aware of any such use or disclosure, the contractor shall provide the state agency's Privacy Officer with a written description of any remedial action taken to mitigate any harmful effect of such disclosure and a proposed written plan of action for approval that describes plans for preventing any such future unauthorized uses or disclosures.
- k. The contractor shall report to the state agency's Security Officer any breach immediately upon becoming aware of such incident and shall take immediate action to stop the continuation of any such incident. By no later than five (5) days after the contractor becomes aware of such incident, the contractor shall provide the state agency's Security Officer with a description of any remedial action taken to mitigate any harmful effect of such incident and a proposed written plan for approval that describes plans for preventing any such future incidents.
- l. The contractor's reports specified in the preceding paragraphs shall include the following information regarding the security incident, improper disclosure/use, or breach, (hereinafter "incident"):
 - 1) The name, address, and telephone number of each individual whose information was involved if such information is maintained by the contractor;

- 2) The electronic address of any individual who has specified a preference of contact by electronic mail;
 - 3) A brief description of what happened, including the date(s) of the incident and the date(s) of the discovery of the incident;
 - 4) A description of the types of Protected Health Information involved in the incident (such as full name, Social Security Number, date of birth, home address, account number, or disability code) and whether the incident involved Unsecured Protected Health Information; and
 - 5) The recommended steps individuals should take to protect themselves from potential harm resulting from the incident.
- m. Notwithstanding any provisions of the Terms and Conditions attached hereto, in order to meet the requirements under HIPAA and the regulations promulgated thereunder, the contractor shall keep and retain adequate, accurate, and complete records of the documentation required under these provisions for a minimum of six (6) years as specified in 45 CFR part 164.
 - n. Contractor shall not directly or indirectly receive remuneration in exchange for any protected health information without a valid authorization.
 - o. If the contractor becomes aware of a pattern of activity or practice of the state agency that constitutes a material breach of contract regarding the state agency's obligations under the Business Associate Provisions of the contract, the contractor shall notify the state agency's Security Officer of the activity or practice and work with the state agency to correct the breach of contract.
 - p. The contractor shall indemnify the state agency from any liability resulting from any violation of the Privacy Rule or Security Rule or Breach arising from the conduct or omission of the contractor or its employee(s), agent(s) or subcontractor(s). The contractor shall reimburse the state agency for any and all actual and direct costs and/or losses, including those incurred under the civil penalties implemented by legal requirements, including but not limited to HIPAA as amended by the Health Information Technology for Economic and Clinical Health Act, and including reasonable attorney's fees, which may be imposed upon the state agency under legal requirements, including but not limited to HIPAA's Administrative Simplification Rules, arising from or in connection with the contractor's negligent or wrongful actions or inactions or violations of this Agreement.

1.9.4 Obligations of the State Agency:

- a. The state agency shall notify the contractor of limitation(s) that may affect the contractor's use or disclosure of Protected Health Information, by providing the contractor with the state agency's notice of privacy practices in accordance with 45 CFR 164.520.
- b. The state agency shall notify the contractor of any changes in, or revocation of, authorization by an Individual to use or disclose Protected Health Information.
- c. The state agency shall notify the contractor of any restriction to the use or disclosure of Protected Health Information that the state agency has agreed to in accordance with 45 CFR 164.522.
- d. The state agency shall not request the contractor to use or disclose Protected Health Information in any manner that would not be permissible under HIPAA and the regulations promulgated thereunder.

1.9.5 Expiration/Termination/Cancellation - Except as provided in the subparagraph below, upon the expiration, termination, or cancellation of the contract for any reason, the contractor shall, at the discretion of the state agency, either return to the state agency or destroy all Protected Health Information received by the contractor from the state agency, or created or received by the contractor on behalf of the state agency, and shall not retain any copies of such Protected Health Information. This provision shall also apply to Protected Health Information that is in the possession of subcontractor or agents of the contractor.

- a. In the event the state agency determines that returning or destroying the Protected Health Information is not feasible, the contractor shall extend the protections of the contract to the Protected health Information for as

long as the contractor maintains the Protected Health Information and shall limit the use and disclosure of the Protected Health Information to those purposes that made return or destruction of the information infeasible. If at any time it becomes feasible to return or destroy any such Protected Health Information maintained pursuant to this paragraph, the contractor must notify the state agency and obtain instructions from the state agency for either the return or destruction of the Protected Health Information.

- 1.9.6 Breach of Contract – In the event the contractor is in breach of contract with regard to the Business Associate Provisions included herein, the contractor shall agree and understand that in addition to the requirements of the contract related to cancellation of contract, if the state agency determines that cancellation of the contract is not feasible, the State of Missouri may elect not to cancel the contract, but the state agency shall report the breach of contract to the Secretary of the Department of Health and Human Services.

Region 9 – Camden, Cole, Laclede, Miller, Osage, Pulaski

Line Item #	Interpreter Services	Interpreters Unlimited C312085001	International Language Center C312085004	Global Village Language Center C312085005
Non-Specialized Interpreter Services				
049	Between 8:00 a.m. and 5:00 p.m., Monday through Friday	\$49.00 Per hour	\$45.00 Per hour	\$35.00 Per hour
050	After 5:00 p.m. weekdays, on weekends and State Holidays	\$55.00 Per hour	\$49.00 Per hour	\$35.00 Per hour
051	Emergency Fee for less than 24 hour notice	\$59.00 Per each	\$25.00 Per each	\$20.00 Per each
Specialized Interpreter Services				
052	Between 8:00 a.m. and 5:00 p.m., Monday through Friday	\$59.00 Per hour	\$60.00 Per hour	\$48.00 Per hour
053	After 5:00 p.m. weekdays, on weekends and State Holidays	\$65.00 Per hour	\$60.00 Per hour	\$48.00 Per hour
054	Emergency Fee for less than 24 hour notice	\$69.00 Per each	\$25.00 Per each	\$20.00 Per hour

Region 10 – Boone, Carroll, Chariton, Cooper, Howard, Moniteau, Morgan, Pettis, Randolph, Saline

Line Item #	Interpreter Services	Interpreters Unlimited C312085001	Bi-Lingual In-Home Assistant Services Inc C312085003	International Language Center C312085004	Global Village Language Center C312085005
Non-Specialized Interpreter Services					
055	Between 8:00 a.m. and 5:00 p.m., Monday through Friday	\$49.00 Per hour	\$50.00 Per hour	\$45.00 Per hour	\$35.00 Per hour
056	After 5:00 p.m. weekdays, on weekends and State Holidays	\$55.00 Per hour	\$60.00 Per hour	\$49.00 Per hour	\$35.00 Per hour
057	Emergency Fee for less than 24 hour notice	\$59.00 Per each	\$15.00 Per each	\$25.00 Per each	\$20.00 Per each
Specialized Interpreter Services					
058	Between 8:00 a.m. and 5:00 p.m., Monday through Friday	\$59.00 Per hour	\$70.00 Per hour	\$60.00 Per hour	\$48.00 Per hour
059	After 5:00 p.m. weekdays, on weekends and State Holidays	\$65.00 Per hour	\$78.00 Per hour	\$60.00 Per hour	\$48.00 Per hour
060	Emergency Fee for less than 24 hour notice	\$69.00 Per each	\$15.00 Per each	\$25.00 Per each	\$20.00 Per each

Contract C312085001 – Interpreters Unlimited

Languages Offered - Bosnian, Croatian, Eritrean, Eritrean, Ethiopian, Farsi, German, Italian Sicilian, Japanese, Korean, Romanian, Russian, Somalian, Spanish, Vietnamese, Afrikans, Akan, Albanian, Amharic, Apakapa, Arabic (six dialects) Armenian, Ashkarik, Assyrian, Azerbaijani, Basque, Bengali, Bulgarian, Burmese, Cambodian, Cantonese, Catalan, Cebuano, Chammorro, Chiu Chow, Choklaw, Chukese, Creole, Czech, Danish, Dari, Dutch, Estonian, Fijian, Fijian-Hindi, Finnish, Flemish, French, Fokien Chinese, Georgian, Greek, Gujarati, Haitian Creole, Hakka, Hebrew, Hindi, Hmong, Hoping Chinese, Hungarian, Ibo, Ilocano, Ilongo, Indonesian, Italian, Kanasaja, Kanarese, Kannada, Kapangpongan, Karen, Kinyarwanda, Kirundi, Konkani, Kurdish, Laotian, Latvian, Lithuanian, Macedonian, Malay, Malayalam, Malaysian, Mandarin, Marathi, Mesquite, Mestaco, Mien, Minh, Mixteco, Moldavian, Mongolian, Nagamese, Nepali, Norwegian, Nuér, Oaxaca, Oromo, Pangasinan, Papiamentu, Pashto, Persian, Polish, Pompango, Portuguese, Brazilian, Portuguese, European, Punjabi, Samoan, Sephardic Konkani, Serbian, Shanghai Chinese, Sibuano, Sicilian, Sign Language (ASL), Sindhi, Sinhalese, Slovakian, Slovenian, Somalian, Somali, Swahili, Swedish, Tagalog, Taiwanese, Tigrinyan, Tamil, Telugu, Thai, Toisan, Tongon, Tulu, Turkish, Ukrainian, Urdu, Ureghur, Visayan, Yemeni

Contract C312085002 – Bi-Lingual International Assistant Services

Languages Offered - Bosnian, Croatian, Eritrean, Eritrean, Ethiopian, Farsi, German, Korean, Russian, Somalian, Spanish, Vietnamese, Albanian, Amharic, Arabic, Bulgarian, Mandarin, Creole, Dari, French, Hindi, Kirundi, Kinyarwanda, Kongo, Krahn, Kurdish, Mai-Mai, Mina, Nepali, Pashto, Serbian, Slovenian, Tigrinya, Turkish, Urdu, Uzbek

Contract C312085003 – Bi-Lingual In-Home Assistant Services Inc

Languages Offered - Bosnian, Croatian, Eritrean, Eritrean, Ethiopian, Farsi, Korean, Russian, Somalian, Spanish, Vietnamese

Contract C312085004 – International Language Center

Languages Offered - Bosnian, Croatian, Eritrean, Eritrean, Ethiopian, Farsi, German, Italian Sicilian, Japanese, Korean, Romanian, Russian, Somalian, Spanish, Vietnamese

International Language Center provides interpreting in all languages and all dialects. Inquire about pricing for languages not indicated.

Language Interpreter – Verbal SURVEY
Contracts C312085001 through C312085005

This is a survey to acquire information from the users of the statewide contract for Language Interpreter - Verbal services. Please forward a copy of this survey to anyone in your agency who has used this contract.

Please complete this survey to advise of any comments, suggestions, and/or improvements to the contracts. In addition, complete the survey regarding contractor performance for each contractor your agency has utilized. The Division of Purchasing and Materials Management will use this information to improve the contract and to monitor the contractors' performance.

Did the contract meet your needs? Yes _____ No _____

Please explain:

Please provide any comments, suggestions, and or improvements that may be made to the contracts below:

Are the contracts easy to understand and use? Yes _____ No _____

If no, please provide suggestions for improvement below:

Language Interpreter – Verbal SURVEY
Contracts C312085001 through C312085005

Please complete the following form regarding contractor performance for each contractor that your agency has used. For your reference, a contract number listing with respective contractor names is on page 3 of the survey.

Contract Number: C312085____
Contractor Name:

Did the contractor provide services as required by your agency? Yes _____ No _____
Please Explain:

Was the service provided by qualified individuals? Yes _____ No _____
Please explain:

On a scale of 1-10, with ten being the best score, how would you rate the responsiveness of the contractor to state agency inquiries? Score _____
Please explain:

Has your agency encountered any problems with the contractor? Yes _____ No _____
If yes, on a scale of 1-10, how would you rate their ability to resolve the problem? Score _____
Please explain:

On a scale of 1-10, with ten being the best score, how do rate the overall quality of customer service/attitude of the contractor? Score _____
Please explain:

On a scale of 1-10, with ten being the best score, how do rate the overall quality of the services provided by the contractor? Score _____
Please explain:

How would you describe your overall experience with the contractor?

Language Interpreter – Verbal SURVEY
Contracts C312085001 through C312085005

Contractor Listing

C312085001	Interpreters Unlimited
C312085002	Bi-Lingual International Assistant Services
C312085003	Bi-Lingual In-Home Assistant Services
C312085004	International Language Center
C312085005	Global Village Language Center

PLEASE RETURN THIS SURVEY TO:

Megan Howser, Buyer
Office of Administration
Division of Purchasing & Materials Management
Room 630, Harry S Truman Building
Jefferson City, MO 65101

Phone: 573-751-1686
Fax: 573-526-9816

FILED DOCUMENTS

(Click above to view filed documents that are available.)

Date: 3/13/2014

Business Name History

Name	Name Type
International Language Center	Legal

Fictitious Registration - Domestic - Information

Charter Number:	X01156735
Status:	Fictitious Active
Entity Creation Date:	7/19/2011
Expiration Date:	07/19/2016

Owners

Name:	Bernardo Brunetti
Address:	1416 S. Big Bend Blvd. St. Louis MO 63117

Search Results

Current Search Terms: bernardo* brunetti*

Notice: This printed document represents only the first page of your SAM search results. More results may be available. To print your complete search results, you can download the PDF and print it.
No records found for current search.

Glossary

Search Results

Entity

Exclusion

Search Filters

By Record Status

By Functional Area - Entity Management

By Functional Area - Performance Information

SAM | System for Award Management 1.0

IBM v1.1466.20140121-1343

Note to all Users: This is a Federal Government computer system. Use of this system constitutes consent to monitoring at all times.



CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

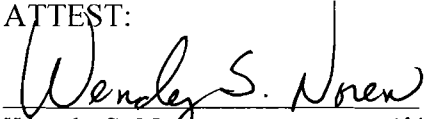
Term. 20 14

In the County Commission of said county, on the 17th day of July 20 14
the following, among other proceedings, were had, viz:

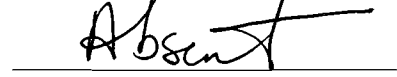
Now on this day the County Commission of the County of Boone does hereby approve the attached grant award for Juvenile Justice Program Assistance for Delinquent Youth.


Done this 17th day of July, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
Acting Presiding Commissioner



SUPREME COURT OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR

GREGORY LINHARES
ADMINISTRATOR

2112 Industrial Drive
P.O. Box 104480
Jefferson City, Missouri
65110

PHONE (573) 751-4377
FAX (573) 522-6152

May 27, 2014

The Honorable Jodie Capshaw Asel
Presiding Judge
13th Judicial Circuit
705 E. Walnut Street
Columbia, MO 65201

Dear Judge Asel:

On behalf of the Family Court Committee, I am pleased to announce the award of funding for the Juvenile Justice Program Assistance. The 13th Judicial Circuit has been awarded \$24,596.00 for the Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center during FY15 under contract OSCA 15-003-08.

Funds are available to your court per the terms of the attached contract award. OSCA, Contracts Unit, requests the contract award be signed and returned to us for filing with the award documentation. Quarterly reports concerning the number of juveniles served and recidivism outcomes should be submitted with a final report being submitted at the end of the funding period. Additional information will be sent out soon.

When entering into contracts for this program, courts should determine if the individual is an employee of the state of Missouri, a member of the General Assembly a statewide elected official or county employee. If this is the case, the court must comply with sections 105.450 to 105.458, RSMo, regarding conflict of interest. Your county purchasing policies and rules will apply to the contracting with individuals that fall into this category.

The county should consider language concerning liability as it relates to the contractor. For example OSCA uses the following in its contracts. "The contractor shall agree that neither the state of Missouri nor the county shall be responsible for any liability incurred by the contractor arising out of the ownership, selection, possession, leasing, rental, operation, control, use, maintenance, delivery, return and/or installation of equipment provided by the contractor, except as otherwise provided in the contract."

Additional language that OSCA uses in its contracts concerning liability is as follows. "The contractor shall understand and agree that the state of Missouri and the county cannot save and hold harmless and/or indemnify the contractor against any liability incurred or arising as a result of any activity of the contractor or any activity of the contractor's employees related to the contractor's performance under the contract. Therefore, the contractor must acquire and maintain adequate liability insurance in the form(s) and amount(s) sufficient to protect the state of Missouri, its

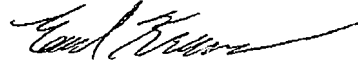
agencies, its employees, its clients and the general public against any such loss, damage and/or expense related to his/her performance under the contract.”

The following OSCA staff members have been designated to assist you and your court staff with any additional information you may need related to this program. They may be reached by telephone at 573-751-4377 or via e-mail as indicated below:

Jay Rodieck, Program Administration - jay.rodieck@courts.mo.gov
Russell Rottmann, Contractual Matters osca.contracts@courts.mo.gov
Lisa Doden, Quarterly Reports - lisa.doden@courts.mo.gov
Shelly Peters, Fiscal Matters (invoicing/reimbursements) – shelly.peters@courts.mo.gov

Congratulations on your award.

Sincerely,



Earl Kraus
Deputy State Courts Administrator

EK/hc

Enclosures:
Juvenile Justice Assistance Program Contract Award
Certificate of Compliance



State of Missouri

Office of State Courts Administrator
Administrative Services

Contract Period		Award Amount
Start Date	End Date	
07/01/14	06/30/15	\$24,596.00

Juvenile Justice Programming Assistance

Program Description: The Family Court Committee of the Supreme Court of Missouri, in cooperation with the Circuit Court Budget Committee (CCBC) has approved and provided funding for the implementation of juvenile justice programming assistance for delinquent youth who can be diverted from secure detention by use of the objective screening instrument Juvenile Detention Assessment (JDTA) into a non-secure; pre-adjudication placement.

Contract Number	Vendor Number	
OSCA 15-003-08		<input type="checkbox"/> Original Contract
		<input type="checkbox"/> Contract Amendment

Federal CFDA # (if applicable):

Court/Recipient Information	Project Director	OSCA Program Contact
The Honorable Jodie Capshaw Asel Presiding Judge 13 th Judicial Circuit 705 E. Walnut Street Columbia, MO 65201	Courtney Pulley Supervisor Juvenile Office courtney.pulley@courts.mo.gov 573-886-4200	Jay Rodieck 573-522-2043
		OSCA Fiscal Contact
		Brian Dowden 573-526-8879

Special Conditions of this award are attached. There are no special conditions of this award. Original RFP requirements only.

Title: Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center

Requested Funding: \$24,596.00

Awarded Funding: \$24,596.00

Please Sign, Date and Return by Mail to:

Office of State Courts Administrator
Attn: Contracts Unit
PO Box 104480
Jefferson City, MO 65110

In witness thereof, the parties below hereby execute this agreement.

Appointing Authority Signature		OSCA Signature
Printed Name	Date	Printed Name Earl Kraus
Presiding Judge Signature		Title Deputy State Courts Administrator
Printed Name	Date	Date 5/27/2014

Certification of Compliance

Juvenile Justice Program Assistance
Fiscal 2015

Intensive Crisis Intervention Services

July 1, 2014 through June 30, 2015

OSCA 15-003-08

I, the undersigned, do hereby certify in all expenditures have been paid regarding the Juvenile Justice Program Assistance.

13th Judicial Circuit

Boone County

Contractual Services

Invoice Total

Authorized Signature

Title

Date

Submit to: Office of State Courts Administrator
Attn: Jay Rodieck
P.O. Box 104480
Jefferson City, MO 65110-4480

Office of State Courts Administrator Use Only:

PO # _____

First Level Approval

Jay Rodieck

Date

Second Level Approval

Shelly Peters

Date



STATE OF MISSOURI
OFFICE OF STATE COURTS ADMINISTRATOR
REQUEST FOR PROPOSAL

RFP NO: OSCA 15-003
TITLE: Juvenile Justice Program Assistance
ISSUE DATE: March 17, 2014

CONTACT: Herb Conner
PHONE NO: (573) 522-2617
E-MAIL: osca.contracts@courts.mo.gov

RETURN PROPOSAL NO LATER THAN: May 1, 2014

RETURN PROPOSAL TO: OFFICE OF STATE COURTS ADMINISTRATOR
Attn: Contracts Unit
2112 INDUSTRIAL DRIVE
P O BOX 104480
JEFFERSON CITY, MO 65110-4480

CONTRACT PERIOD: July 1, 2014 through June 30, 2015

SIGNATURE REQUIRED

PRESIDING JUDGE SIGNATURE <i>Gracie C. Asel</i>		DATE <i>4-17-14</i>
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE <i>Herb Conner</i>		<i>4-17-14</i>
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		
PRESIDING JUDGE SIGNATURE (IF MORE THAN ONE COUNTY IS INCLUDED IN PROPOSAL)		TITLE
FAMILY COURT ADMINISTRATIVE JUDGE SIGNATURE, IF APPLICABLE		DATE
COURT 13 th Judicial Circuit Court-Juvenile Division		
MAILING ADDRESS 705 East Walnut Street		
CITY, STATE, ZIP Columbia, Missouri 65201		
CONTACT PERSON Courtney Pulley		TITLE Supervisor-Buone County Juvenile Office
PHONE NUMBER 573-886-4200	FAX NUMBER 573-886-4030	E-MAIL ADDRESS Courtney.pulley@courts.mo.gov

NOTICE OF AWARD (STATE USE ONLY)

ACCEPTED BY OFFICE OF STATE COURTS ADMINISTRATOR AS FOLLOWS:		
<i>REQUESTED: \$24,596.</i>		<i>AWARDED: \$24,596.</i>
CONTRACT NO. <i>OSCA 15-003-08</i>	CONTRACT PERIOD <i>July 1, 2014 - June 30, 2015</i>	
OSCA CONTRACTS COORDINATOR <i>Herbert Conner</i>	DATE <i>5-27-2014</i>	DEPUTY STATE COURTS ADMINISTRATOR <i>Herb Conner</i>

THIRTEENTH JUDICIAL CIRCUIT COURT
RECEIVED FAMILY COURT
BOONE COUNTY Juvenile Division

JUN 21 2013

705 East Walnut
Columbia MO 65201

JUVENILE DIV

573-886-4200 Telephone
573-886-4030 Fax



Kathy S Lloyd, Court Administrator

Cindy Garrett, Juvenile Officer

Courtney Pulley, Supervisor

THIS AGREEMENT, made and entered into this 1st day of July, 2013, by and between THE 13th JUDICIAL CIRCUIT FAMILY COURT (hereinafter referred to as "Juvenile Division"), and Dr. Jackie Ellis & Associates (hereinafter referred to as "Therapist").

It is agreed by and between the parties as follows:

1. The term of this agreement shall commence on July 1, 2013, and extend through June 30, 2014, and shall be terminable at will by either party upon thirty (30) days prior written notice of intent to terminate to the other party if the contract proves to be mutually or separately not beneficial. The Juvenile Division shall, however, retain the right to terminate the contract immediately with good cause.

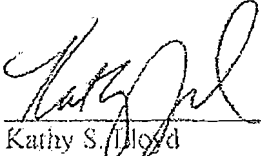
2. Therapist agrees to provide intensive in-home crisis counseling and services to youth and their families as referred by the Juvenile Officer. The number of referrals will be agreed upon by both parties.

3. Juvenile Division shall provide Therapist with a referral form containing contact information for the family within one business day of receiving the referral. Juvenile Division shall provide a representative of the Juvenile Division to be the direct contact for Therapist.

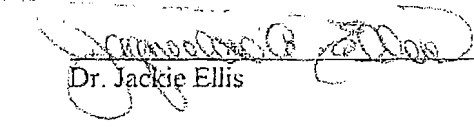
4. Therapist agrees to meet with the family within three days of receiving the referral; conduct an assessment of the family to determine the needs and services to be provided and set goals for the family; provide a minimum of 16 hours of direct crisis therapy/intervention services to the family; assist the family with setting up identified services/therapy; contact assigned Juvenile Office representative after one week of services to provide a verbal update on progress with the family; schedule a meeting with Juvenile Office representative, juvenile, family and other individuals/agencies as deemed appropriate at the conclusion of two weeks of services; and submit a report to the Juvenile Officer on each family within one week of closing the case.

5. Juvenile Division shall pay Therapist through Dr. Jackie Ellis & Associates the sum of \$625.00 per referral. Dr. Jackie Ellis & Associates shall invoice the Juvenile Division within one week after a case is closed for each family that received services under the terms of this agreement. Invoices shall be submitted to the Juvenile Office representative of the Boone County Juvenile Office.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by
their duly authorized representative.



Kathy S. Lloyd
Court Administrator
Thirteenth Judicial Circuit



Dr. Jackie Ellis

cc: Mary

RECEIVED
BOONE COUNTY
JUN 27 2013

FIFTEENTH JUDICIAL CIRCUIT COURT
FAMILY COURT
Juvenile Division

RECEIVED
BOONE COUNTY
JUL 05 2013

705 East Walnut
Columbia MO 65201

JUVENILE DIV.

573-886-4200 Telephone
573-886-4030 Fax



JUVENILE DIV.

Kathy S Lloyd, Court Administrator

Cindy Garrett, Juvenile Officer

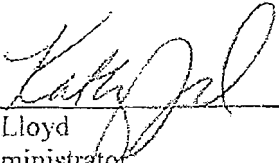
Courtney Pulley, Supervisor

THIS AGREEMENT, made and entered into this 15th day of July, 2013, by and between THE 13th JUDICIAL CIRCUIT FAMILY COURT (hereinafter referred to as "Juvenile Division"), and Tanya Weigand (hereinafter referred to as "Therapist").

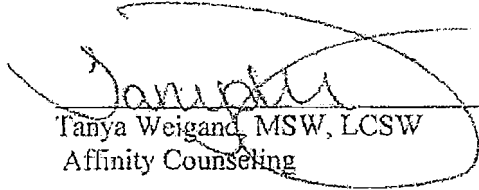
It is agreed by and between the parties as follows:

1. The term of this agreement shall commence on July 1, 2013, and extend through June 30, 2014, and shall be terminable at will by either party upon thirty (30) days prior written notice of intent to terminate to the other party if the contract proves to be mutually or separately not beneficial. The Juvenile Division shall, however, retain the right to terminate the contract immediately with good cause.
2. Therapist agrees to provide intensive in home crisis counseling and services to youth and their families as referred by the Juvenile Officer. The number of referrals will be agreed upon by both parties.
3. Juvenile Division shall provide Therapist with a referral form containing contact information for the family within one business day of receiving the referral. Juvenile Division shall provide a representative of the Juvenile Division to be the direct contact for Therapist.
4. Therapist agrees to meet with the family within three days of receiving the referral; conduct an assessment of the family to determine the needs and services to be provided and set goals for the family; provide a minimum of 16 hours of direct crisis therapy/intervention services to the family; assist the family with setting up identified services/therapy; contact assigned Juvenile Office representative after one week of services to provide a verbal update on progress with the family; schedule a meeting with Juvenile Office representative, juvenile, family and other individuals/agencies as deemed appropriate at the conclusion of two weeks of services; and submit a report to the Juvenile Officer on each family within one week of closing the case.
5. Juvenile Division shall pay Therapist through Affinity Counseling the sum of \$625.00 per referral. Affinity Counseling shall invoice the Juvenile Division within one week after a case is closed for each family that received services under the terms of this agreement. Invoices shall be submitted to the Juvenile Office representative of the Boone County Juvenile Office.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by
their duly authorized representative.



Kathy S. Lloyd
Court Administrator
Thirteenth Judicial Circuit



Tanya Weigand, MSW, LCSW
Affinity Counseling

cc: Mary

13th Circuit Juvenile Division

Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Coyote Hill. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Coyote Hill located at: 9501 Coyote Hill Road, Harrisburg, Mo 65256; Phone # 573-874-0179.

Those youth appropriate for Shelter care as an alternative to detention:

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

The 13th Circuit Juvenile Division agrees to:


- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective January 1, 2014, and continuing through December 31, 2014. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13th Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. Weekdays between 8:00 a.m.

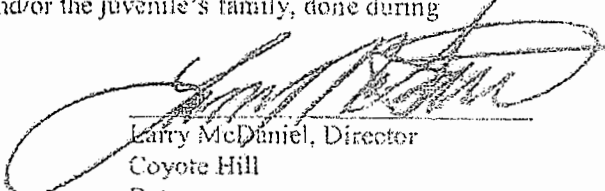
and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

Coyote Hill will:

- ✓ Provide a point of contact with phone number for the access and referral process
 - During business day 573-874-0179 to 1) Bill Atherton
 - After 5:00 p.m., weekends and holidays 573-808-6588 to Bill Atherton.
- ✓ Agree to accept male or female youth referred by the 13th Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Coyote Hill to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Coyote Hill that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Cindy Garrett, Courtney Pulley, and Ruth McCluskey. List of email addresses will be provided.
- ✓ Upon release from placement, Coyote Hill will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement


Cindy Garrett, Juvenile Officer
13th Circuit Juvenile Division
Date: 1/14/12


Larry McDaniel, Director
Coyote Hill
Date: _____

13th Circuit Juvenile Division

Memorandum of Understanding

The undersigned hereby agree that certain juveniles, as determined by the Missouri Juvenile Detention Assessment Form, will be considered for placement at Rainbow House. Further, it is understood that the juvenile's placement is voluntary and the Juvenile Officer is not responsible for any actions of the juvenile or juvenile's parents. It is agreed that staff from the Juvenile Office, a law enforcement agency or other adult approved by the Juvenile Office will transport youth to Rainbow House located at: 1611 Towne Drive, Columbia Missouri 65202; Phone # 573-474-6600.

Those youth appropriate for Shelter care as an alternative to detention:

- ✓ Youth 10-16 years of age
- ✓ Youth scoring within the range that qualifies for release or an alternative to detention based on the Missouri Juvenile Detention Assessment form.

The following youth are NOT appropriate for the Shelter care bed as an alternative to detention:

- ✓ Youth that are referred for a sexual offense or have had prior legally sufficient referrals for sexual offending behavior
- ✓ Youth who are at the time of the referral under the influence of drugs/alcohol
- ✓ Youth that are referred for felony crimes against person offenses
- ✓ Youth that are out of state runaways/missing persons

The 13th Circuit Juvenile Division agrees to:

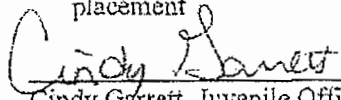
- ✓ Dependent on Grant Funding awarded through an OJDDP and Mo Department of Public Safety, Title II Formula Grant to provide payment of \$79.85 per day, effective January 1, 2013, and continuing through December 31, 2013. "Day" being defined as 12:00 a.m. through 11:59 p.m. It is agreed that payment would be requested for the first day of placement and would not be requested for the discharge day, provided departure occurred before 11:00 a.m. on the day of discharge.
- ✓ Payment will allow the 13th Circuit Juvenile Division to have access to a shelter care bed upon request and availability of said shelter care bed
- ✓ Provide a written referral including a copy of the Missouri Juvenile Detention Assessment prior to the utilization of the shelter care bed
- ✓ Provide 24 hour consultation with a Deputy Juvenile Officer for any questions or concerns resulting from the placement of youth. **Weekdays between 8:00 a.m.**

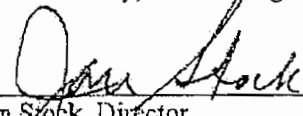
and 5:00 p.m. staff may be reached at 573-886-4200(Boone), 573-642-7992(Callaway) and after 5:00 p.m. evenings, weekends and holidays staff for both counties can be reached at 573-886-4450

- ✓ Develop an exit strategy for the youth
- ✓ Provide, by fax a written request to release youth. Release document will include designated custodian or person to whom the juvenile may be released with anticipated date and time of release.

Rainbow House will:

- ✓ Provide a point of contact with phone number for the access and referral process
 - o During business day 573-474-6600 to 1) Kristi Turner, 2) Jan Stock
 - o After 5:00 p.m., weekends and holidays 573-474-6600 to house parent on duty.
- ✓ Agree to accept male or female youth referred by the 13th Circuit Juvenile Division that meet the above criteria and provided shelter care bed(s) is available
- ✓ Have the right to refuse to admit youth whom they feel do not meet the above criteria
- ✓ Youth placed in the shelter care bed will be eligible for all treatment and services provided by Rainbow House to include, but not limited to: nursing services, medical services, health assessment, mental health assessment, visitation, school (as appropriate), service coordination services, orientation and screening process to include behavioral/educational assessment and psychological evaluation and any other services provided to clients of Rainbow House that would sustain a successful reunification to any alternative community placement.
- ✓ Provide a monthly itemized statement that includes the billing for the cost of the bed, dates of utilization of shelter care bed(s), names of youth utilizing bed, date and time of discharge and release.
- ✓ Maintain separate and confidential files for youth referred under this contract.
- ✓ Maintain custody of youth and comply with the written request for release.
- ✓ Group email notification will be provided upon shelter care bed(s) being unavailable. Those included in this email group would be: Cindy Garrett, Courney Pulley, and Ruth McCluskey. List of email addresses will be provided.
- ✓ Upon release from placement, Rainbow House will provide a copy of all paperwork, to include any assessments, evaluations, examinations, reports and notes pertaining to juvenile and/or the juvenile's family, done during placement


 Cindy Garrett, Juvenile Officer
 13th Circuit
 Date: 4/14/13


 Jan Stock, Director
 Rainbow House
 Date: 4/8/13

**13th Judicial Circuit Boone County Juvenile Division
&
Boys and Girls Club of Columbia, Missouri
Memorandum of Understanding**

The undersigned hereby agree that certain juveniles, as determined by the 13th Judicial Circuit Boone County Juvenile Division will be considered for attendance at the Boys and Girls Club site located at 1200 7th Street, Columbia, Missouri.

Those youth appropriate for the Evening Reporting Center as an alternative to detention are:

- Youth 13-16 years of age
- Youth who are post-filing/pre-adjudication status or post adjudication
- Youth who have parent consent

The following youth are NOT appropriate for the Evening Reporting Center as an alternative to detention:

- Youth that have pending referrals for felony against person
- Youth who have felony referrals for sexual offenses that have been found sufficient
- Youth who have been referred for sufficient weapon offenses.

The 13th Judicial Circuit agrees to:

- Payment of a \$20 membership fee per youth effective _____, and continuing through _____. The week being defined as Monday through Friday, except major or state designated holidays.
- Provide a membership application to the Boys and Girls Club, with appropriate contact information prior to sending a youth to the Boys and Girls Club.
- Designate a Deputy Juvenile Officer as the point of contact for the Boone County Juvenile Officer who will be responsible for monitoring youth who attend the Boys and Girls Club.
- Provide 2 program aides on designated days that youth will attend the club at a 4:1 staff to juvenile ratio.
- Provide 24 hours consultation with a Deputy Juvenile Officer for any accusations or concerns resulting from placement of a youth at the Boys and Girls Club.
- Provide a written notice of release from the Evening Reporting Center to the Boys and Girls upon the Court's decision to release the juvenile.
- Will park the Juvenile Office van or vehicles in the designated spot as determined by the Boys and Girls Club facilities manager.
- Be engaged with the Boys and Girls Club on Wednesday and Fridays every week unless designated holidays or closings or no youth participating in ERC.
- Will provide written documentation that all program aids and JO personnel thereafter has had Child Abuse and Neglect background check.

Boys and Girls Club of the Columbia Area will:

- Provide a point of contact with the phone number for the access and referral process _____ at telephone number _____

- Agree to accept a total of seven male or female youth daily who are referred by the 13th Judicial Circuit Boone County Juvenile Division that meet the specified criteria listed above. In the event that the 13th Judicial Circuit Boone County Juvenile Division has additional youth to refer over the seven allotted, the Boys and Girls Club agrees to allow those youth to attend at a \$20 membership fee.
- The Boys and Girls Club has the right to refuse to admit a youth whom they feel do not meet the specified above listed criteria.
- Youth placed at the Boys and Girls Club will be eligible for all services provided by the Boys and Girls Club to include but not limited to supervision, tutoring, school homework assignments, music, art, technology, and any other enrichment programming, a meal and any other services provided to students of the Boys and Girls Club that would help sustain and support their membership and retention and placement within the community.
- Provide a monthly itemized statement that includes billing for the per child cost with the names of youth who attended and their corresponding dates of attendance.
- Maintain student files with pertinent information.
- Have a monthly meeting to discuss any concerns or changes that may need to be made during implementation.
- Will provide direction and support to the JO program aides and a staff T-shirt.
- Youth will complete the program at **6:30 p.m. daily for middle school youth and 7:30 p.m. for high school youth Monday through Thursdays and 7:00 p.m. on Fridays** and youth and their families will be responsible for their own transportation, although the Boys and Girls Club welcome youth to stay longer if they choose
- Retain the right to remove youth that are not following Boys and Girls Club membership rules and guidelines.

 Valerie Livingston
 Executive Director

Date: _____

 Cindy Garrett
 Chief Juvenile Officer

Date: _____

Name of proposed program and juvenile/family court submitting the application:

13th Circuit Family Court-Juvenile Division, Intensive Crisis Intervention Services, Home-Monitoring, Shelter Care Services and Evening Reporting Center

The geographical area to be served:

The 13th Judicial Circuit Juvenile Division is comprised of Boone and Callaway counties which are progressive counties located in the center of the state at the crossroads of major east-west and north-south highways. Demographics are of an urban, semi-urban, and rural composition with a unique degree of ethnic diversity. Boone and Callaway Counties are the home to a significant number of minority populations, including Asians, American Indian, Hispanic, African-Americans, Multi-Racial, in addition to the Caucasian population. Population growth and prospects for additional growth are placing increasing demands on county government. According to 2010 population data provided by the U.S. Census Bureau, Boone and Callaway counties have a combined population of 206,974. Specifically, Boone County makes up 162,642 of this population and Callaway 44,332. Both have shown a slight increase in population since 2009. According to the United States Census Bureau, it is estimated that as of 2012, Boone County has a population of 168,535 and Callaway County has a population of 44,305 for a combined circuit population of 212,840 which shows moderate increases from 2010 of approximately 1.4 % yearly.

Need for the Program:

According to the information posted on the JDAI Help Desk website (www.jdaihelpdesk.org), studies conducted on the juvenile justice system across the United States found the system to be "arbitrary, discriminatory, and ineffective". Specifically speaking, the system of detaining youth was faulted across the U.S. In the early 1990's, two out of every three youth who were detained went to detention centers that were over crowded and could not provide the programs and services mandated by law. Less than one third of the youth were in detention for violent offenses and in 1995, two-thirds of these youth in detention were minority youth. Further research posted on the JDAI help desk website shows that youth who are placed in detention with other delinquent youth are more likely to leave detention having more undesirable behaviors than when they entered and further one study conducted in Arkansas revealed that once a youth has been placed in detention one time, their likelihood of returning was high.

The 13th Circuit began participating in JDAI in October of 2009. It was not until January 1, 2010, that we officially began using the Juvenile Detention Assessment (JDTA) to screen referrals to detention. Shortly thereafter, other JDAI core strategies were being researched and implemented in our Circuit.

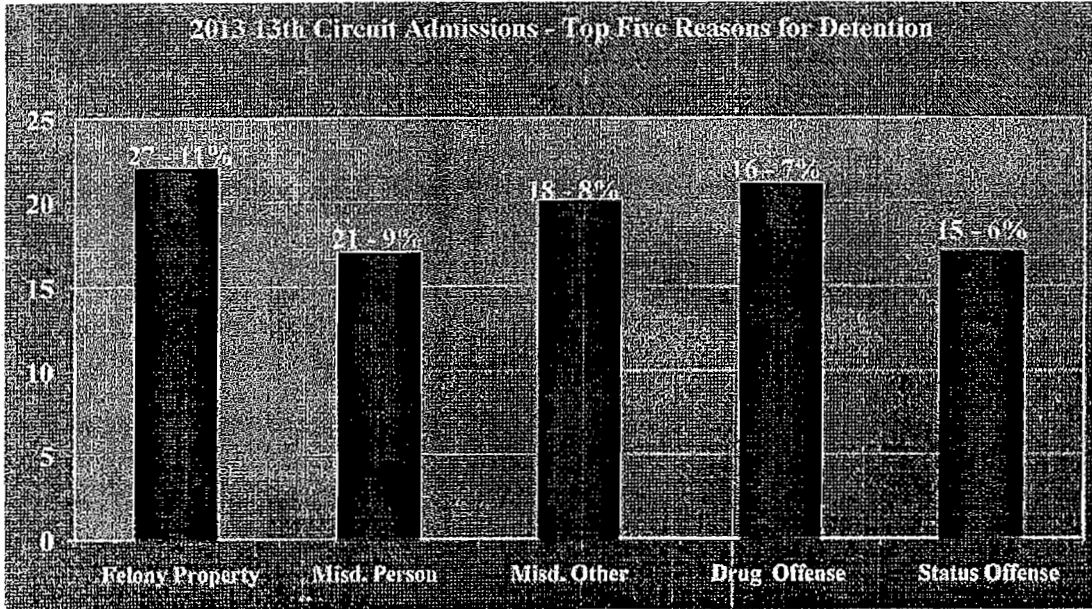
In 2011, there were a total of 149, 13th circuit youth admitted to the Robert L. Perry Juvenile Justice Center (RLPJJC), producing an average daily population of 3.3, which is a 35% decrease from the average daily population of 5.1 in 2010. The average length of

stay on detention status in 2011 was 9 days. This was a 17% decrease from 2010, wherein the average length of stay was 10.8 days.

In 2012, there were a total of 170 13th Circuit youth admitted to detention producing an average daily population of 4.2 and an average length of stay in detention of 8.3 days. To date this is a 21% increase in the average daily population of 13th Circuit youth and a 8% decrease in their average length of stay in detention from 2011. Youth of color make up 58% of the 170 13th circuit youth detained during this period.

In 2013, there were a total of 167 13th Circuit youth admitted to detention producing an average daily population of 3.7 and an average length of stay in detention of 8.1 days. This is a 11.9% decrease in the average daily population of 13th Circuit youth and a 2.4% decrease in their average length of stay in detention in from 2012. Youth of color make up 62% of the 13th Circuit youth detained during this period. Overall detention numbers, average daily population and average length of stay have decreased slightly since 2012, but the percentage of youth of color detained has increased 4%.

After looking at detention admission numbers for the RLPJJC, the next area of focus was to determine why youth are being detained at the RLPJJC. The following table is a breakdown of the top five reasons for admission in 2013 and the number and percentage of youths admitted for each category:



Admissions data for 2013, suggests that the top five reasons for detention thus far have been: 1) Felony Property; 2) Misdemeanor Person; 3) Misdemeanor Other; 4) Drug Offense and 5) Status Offense. As can be seen above felony property crimes continue to be the number one reason for detention from 2011 through 2013. Status Offenses have now come back into the top five reasons for detention. The other offenses all are law

violations, but are misdemeanor law violations. Overall, the top four reasons for detention have been for violations of the law.

According to experts in the field of Juvenile Justice, professional standards suggest that secure detention should be used to accomplish the following: to make sure that the youth appears in court and to minimize the risk of serious re-offending while waiting to appear in Court. Prior to January 1, 2010 in the 13th Circuit, the decision to detain youth was at the discretion of fourteen different deputy juvenile officers, leaving the decision to detain or not, to be highly subjective. It should be noted that the rate of youth who were detained for failure to appear in Court for the 13th Circuit for 2013 was 2% which is very small compared to the top five reasons listed above which indicate the alternatives to detention developed are having an impact in this area.

The 13th Circuit had guidelines to follow when making a decision to detain, but the bottom line was that whether or not a youth was a threat to the person or property of others or at risk to fail to appear in Court was based generally on several main criteria such as the offense committed; how cooperative the youth/parents were; whether or not they had a suitable adult to supervise them; and the need to hold youth accountable for their actions. All these factors can be influenced by the youth's attitude; pressure from law enforcement to authorize detention; the deputy juvenile officers' frustration in not knowing what else to do with the youth as well as our responsibility to the safety of our communities.

On January 1, 2010, the 13th Circuit Juvenile Division began using the Missouri Juvenile Detention Assessment (JDTA) on all youth who were presented for detention whom we had in-person contact with. In 2011, the Missouri Juvenile Detention Assessment began to be used for all youth presented by law enforcement, whether there was in person contact or not. The table below shows how many scored within each of the three risk levels on the form. For the years 2011 to 2013 see the chart below. Also, see results for the first quarter of 2014 January 1, 2014 to March 31, 2014.

Year	High	Medium	Low	Total for Year
2011	152	60	92	304
2012	141	156	628	925
2013	126	167	526	819
2014(1 st qtr.)	27	45	117	189

In 2013, there were 29 overrides of the JDTA instrument. This amounted to an overall override rate of 3.5%. This is a decrease in our override rate from 2012 of 4.8% indicating that the tool has been followed more stringently during 2013. However the true override rate that JDAI focuses on is the rate of those youths eligible for release (release or release with detention alternative) who are placed in detention. This would be all youths who scored in the medium or low risk range and were placed in detention. In 2013, we had 8 medium risk youth placed in detention and 1 low risk youth placed in

detention, which amounted to 1.3% of the total number of the 693 eligible release youth. This rate was lower than our projected goal of 10% and lower than our 2012 rate of 2%. The use of the JDTA has greatly improved our process of determining what youth are appropriate for detention and we would like to keep our true override rate low, even as it has continued to decrease during the past year. Alternatives to Detention that have been developed in the 13th Circuit have helped to keep the override rate low by providing a variety of alternatives to detention that address varying issues and levels of risk.

After starting JDAI in the 13th circuit, we quickly found that we needed to work on developing more suitable detention alternatives. In April, 2010, we developed shelter care as an alternative. With the development of shelter care, we now have a suitable alternative for those youth who have refused to go home or their parents have refused to allow them to return home and for those youth who do not have a suitable custodian to release them to. In May of 2010, we developed a detention alternative committee to look at our current alternatives and work on the development of further alternatives. Following this committee's work we developed an Evening Reporting Center in August of 2010; the use of cell units for electronic monitoring in March of 2011; and the use of the Global Positioning System (GPS) in April of 2011. We formalized our conditional release alternative and also began officially using it in 2011. In January of 2012, we began using Intensive Crisis Intervention Services

As previously stated, we began providing GPS and Cell Unit Monitoring in March of 2011 and found that these could become relatively costly for families and a result they were reluctant to agree to participate. Previously we used Title II funds to pay for these alternatives for families who were determined indigent by the Court; however this funding ended on September 30, 2012. Title II dollars were also used to pay for Shelter Care as an alternative to detention. Shelter care would be provided for youth who have committed a status or law violation offense, who score in the detention alternative range; have no suitable custodian to release to; the parent or custodian is refusing custody due to their behavior; or they are in need of placement for a short period of time until probation services can be arranged. We have provided shelter care as an alternative to detention since April 1, 2010. We currently have Memorandums of Understanding with two local providers. OSCA began funding ICIS, Shelter Care, some ERC services, and In Home Detention in July of 2013 through the Juvenile Alternatives to Detention Program Grant.

Funds are being requested so that we can continue to pay for limited use of shelter care and to pay for GPS and the use of a cell unit for electronic monitoring for not only indigent families, but we would like to be able to use funds for all youth placed on In Home Detention through cell and GPS units so as to expand the use of this as an alternative to detention and a sanction. We underwent some changes to our Evening Reporting Center and we received Annie E. Casey Foundation funds to cover the cost of our ERC from September 30-December 31, 2012. Starting in July, 2013 we received funding through Juvenile Court Diversion funds to help pay for Moral Reconciliation Therapy at our Evening Reporting Center. However we continue to need funds to pay for the Moral Reconciliation Therapy workbooks. As part of our Evening Reporting Center we also contract with Boys and Girls Club for our youth to participate in their programming

two times a week. As part of this agreement, we must pay \$20.00 per youth to cover their enrollment for the semester at Boys and Girls Club, which then allows the youth to be a member beyond the youth's involvement at the Evening Reporting Center. There are also costs associated with providing daily meals for the youth at the Evening Reporting Center. These meals have previously been provided at a cost of \$2.00 per youth by the Robert L. Perry Juvenile Justice Center, but it was found that many youth were not eating these meals and they were being wasted. We then began researching United States Department of Agriculture Guidelines to provide a cold meal for youth which would consist of two slices of bread and youth's choices of either peanut butter and jelly or sandwich meat as well as snack crackers, a fruit cup or pudding as well as a nutritious drink with appropriate daily values of vitamin C. Youth have also had the option of fruit so as to provide the different areas of the food groups while at the Evening Reporting Center at a reduced cost than if youth refused the meal, there would be no waste of food supplies. This reduced cost to approximately \$1.50 per youth per day while at the Evening Reporting Center. As previously mentioned, the funds have been covered in the past by Annie E Casey Foundation.

In 2011, we developed the Intensive Crisis Intervention Services (ICIS) to address situations involving youth in custody by law enforcement for domestic related status or law violations as well as disruptive school behavior. We began using this service in January of 2012. We have contracted with two local therapy providers who make contact with the family in the home immediately upon receiving the referral from the Juvenile Office and provide up to 18 hours or approximately two weeks of therapy to the family to help identify and address the issues that may be contributing to or causing these referrals. The therapists then also make recommendations for additional services for the families and a final meeting is held with the family, therapist, and Juvenile Office representative to ascertain the success of the program in addition to a stakeholder survey completed by the family at the completion of the program. The therapist is then reimbursed at a rate of \$625 per family that is served. These services previously had been funded through Annie E. Casey Foundation funds, but as those funds were no longer available, juvenile diversion funds were received through OSCA that helped the 13th Circuit continue to fund these services.

We feel confident that each of our detention alternatives do an adequate job of restricting a juvenile's movement; however only the Evening Reporting Center provides treatment services to the juvenile as well as restricts movement. The Evening Reporting Center is fairly restrictive and is much higher on our sanctions grid than some of our other alternatives. Further, the Evening Reporting Center can help treat the juvenile, however does not "treat the family" which is often the source of where some of a youth's referrals stem from. We want to continue to offer Intensive Crisis Intervention Services (ICIS), a detention alternative that addresses the immediate crisis needs facing youth age 8-16 that are in custody with law enforcement for domestic related status or law violation offenses as well as for disruptive school behavior.

The 13th Circuit also has continued to use several of these alternatives to detention as a sanction for youth who are already under the jurisdiction of the Court as a means to

address dangerous or problematic behaviors in lieu of placement at the Robert L. Perry Juvenile Justice Center for detention or evaluation. Currently, we regularly use both Cell and GPS In Home Detention as well as the Evening Reporting Center as sanctions for violations of a juvenile's supervision which overall have been very successful in addressing problematic behaviors in lieu of detention. Also several youth who have scored a release on the Missouri Juvenile Detention Assessment, but had an override up, were assigned to Shelter Care and the ICIS program when a simple release back to the family was not seen as suitable by both the Deputy Juvenile Officer, parent, and the youth and more intervention was needed, but has only been used in this way on 3 occasions during 2013.

There also are many occasions when several of the alternatives to detention have been used as sanctions for youth. It should be noted that prior to the 13th Circuit joining JDAI in 2009, In Home Detention had been used as both an alternative to detention, but also as a sanction. In 2011, the 13th Circuit researched and worked to establish a uniform sanctions grid to respond to many technical probation violations that we were seeing youth have. It should further be noted that with the sanctions grid that has been developed, multiple sanctions had been developed and the Evening Reporting Center and In Home Detention were a part of that sanctions grid to respond to more serious and persistent technical probation violations such as persistent school problems, youth who ran away from home for extended periods of time, and youth who failed to report to see their Deputy Juvenile Officer as directed on multiple consecutive occasions. All of these violations being conditions that the youth had been ordered by the Court to complete. It should further be noted that multiple youth who had been detained at the Robert L. Perry Juvenile Justice Center, were released at the detention hearings pre-adjudication to participate in several alternatives to detention such as ICIS, ERC, and In Home Detention once it was determined that further detention was not needed pending adjudication and disposition. Furthermore, several youth were released from the Robert L. Perry Juvenile Justice Center post adjudication yet pre disposition that were being evaluated on the program side of the Robert L. Perry Juvenile Justice Center to further evaluate the youth in the community while participating in the Evening Reporting Center or In Home Detention as a step down to a less secure environment, but with some restriction of movement and services in place to further evaluate those youth in the community.

Several youth have also participated in the Evening Reporting Center and In Home Detention post adjudication and post disposition when it was found that some problematic behaviors persisted from the juvenile that needed further restriction and monitoring, but did not rise to the level of further detention or placement at the Robert L. Perry Juvenile Justice Center.

Number of people to be served and the number of hours of service to be provided:

ICIS: We estimate that approximately 20 youth and families would be served at \$625 per youth/family, which comes to \$12,500. Specifically, this breakdowns to each family receiving approximately nine hours of service weekly for two weeks, giving each family

approximately eighteen hours of crisis intervention services. This figures out to an hourly rate of \$34.72. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

We arrived at this estimate in that during the past grant year we had 11 families referred to the ICIS program during the prior grant period and 9 families that actually participated. During the first 3 quarters of the current grant reporting period we have had 10 families participate in the ICIS program, therefore we anticipate an increase of approximately ten cases as the staff has become more familiar with this alternative and positive outcomes have been seen, therefore staff are more frequently taking advantage of this detention alternative as well as use of this program for a potential sanction for youth post adjudication/disposition who are having difficulties in the home that have led to a parental referral or school referral.

GPS/Cell Unit Monitoring:

One of our case processing goals is to have all youth placed on some form of in-home detention be released within fourteen days. It is our circuit's policy and practice to release youth at their first court appearance if they have had no problems or concerns while on in-home detention. We continue to have the goal of setting each of these youth for first appearance within fourteen days of being placed on in-home detention. For this grant year, the average number of days youth have been placed on home detention has been 17 days in Callaway County and 18 days in Boone County. For this grant year, we have had 45 youth put on GPS or Cell Unit Monitoring as an alternative to detention through grant funding, but actually had a total number of 65 youth on In Home Detention through an alternative to detention or sanction and either grant funded or self pay for a total cost of \$8,573.75. Youth have historically only been eligible for GPS/Cell Unit through grant funding if the Court finds the family indigent. We continue to have the goal of putting more of our technical probation violators who are in custody and who score detention on GPS or Cell Unit Monitoring instead of those youth having to be placed in detention. If they are placed in detention, we look to immediately release them at their detention hearing on home detention until their next court appearance. For the coming grant year, we will be looking to cover not only indigent youth on In Home Detention, but all youth placed on In Home Detention to expand this as an alternative to detention, but also as a sanction for youth. We estimate providing 1120 days of Cell Unit Monitoring or GPS monitoring for approximately fourteen days each to 80 youth. The cost of Cell Unit Monitoring is \$5.00 daily and the cost of GPS Monitoring is \$5.25 daily. Cell Units are used the majority of the time, with GPS units only being 10.8% of the cases this past grant year.

Shelter Care: We are estimating that we will provide shelter care to 8 youth who stay on an average of 5 days at a time which comes to 25 shelter care beds at \$79.85/night. The maximum days allowed to remain in shelter care is 7 days. We arrived at this figure by looking at this past year, 2013 where four youth was served which is an increase from one youth during 2012 and these youth stayed an average of 3.75 days, however we

continue to feel that this program is being underutilized and are looking at ways to increase the usage of this program to not only decrease the number of youth of color and youth overall who are presented for detention or would need to appear in Court.

Evening Reporting Center: In September, 2012, we began facilitating our own Evening Reporting Center in a building already owned by Boone County. Therefore Boone County assumes the costs of the building. However, costs associated include paying a \$20.00 fee for each participating to participate in Boys and Girls Club programming two times a week, which includes their snack and meal on those evenings. During 2013, Boys and Girls Club failed to submit invoices to us for the youth who participated, however our contract includes the \$20 fee for each youth that attends and we anticipate that they will begin billing us again. There is also the cost of purchasing Moral Reconciliation Therapy workbooks, purchasing meals the three days a week while programming is being facilitated by the Court and providing snacks on the three days the Court provide programming. Grant funds have been received through Court Diversion Funds with Division of Youth Services to assist in the cost for the licensed practitioner who provides the Moral Reconciliation Therapy. From January 2013 through December, 2013, 37 youth participated in the Evening Reporting Center, or an average of 3.1 youth monthly. The average number of days for the youth to participate was 14.8 days. This is slight decrease from 2012. This would therefore entail 11 days of meals and snacks for each youth as the remaining four days is provided by Boys and Girls Club. In this next grant year, we would estimate 50 youth participating an average of 15 days as we would look to increase the use as not only an alternative to detention, but also as a sanction for youth. This would entail \$20.00 for each youth to participate at Boys and Girls Club for a total of \$1,000. Meals would cost \$1.50 a day for 11 days for each youth for a total of 550 meals, \$825. Snacks averaged \$150.00 during 2013 which is an estimate of \$3.95 per youth. The workbooks are \$25.00 for each youth for a cost of \$1,250.

We arrived at this estimate as we had 6 youth participate in the ERC as an alternative to detention in 2013, but an additional 31 youth were ordered to participate in the Evening Reporting Center for a total of 38 participants at the above costs. We anticipate an increase in the use of this program not only as an alternative to detention, but also as a sanction for youth to remain in the community with closer supervision and treatment.

Implementation Plan:

ICIS: This is an established detention alternative and would not require implementation but simply a continuation of an existing service. We currently contract with two local counseling agencies. A copy of the contract we have with each are providers is included in this proposal which outlines the program and services provided

GPS and Cell-Unit Monitoring: This is also an established detention alternative that we would want to provide to all families without charge to the youth or their family that are ordered to participate both as an alternative to detention and a sanction. We would not need to implement anything as we currently have an agreement that the family signs which outlines conditions/rules of the program. The service is currently provided by BI,

Incorporated. Youth and families will have their GPS or Cell Unit Monitoring fees paid for with the use of these funds. We would like to include funding for all youth who are placed on In Home Detention as both an alternative to detention and as a sanction as well.

Shelter Care: This is also an established detention alternative and would not require implementation but simply a continuation of an existing service. Shelter Care is currently provided to us by Rainbow House and Coyote Hills. A copy of the MOU's we have with each are included in this proposal which outlines the program and services provided.

Evening Reporting Center: This is also an established detention alternative and would not require implementation but simply a continuation of an existing service. We would also want to use funding to use the Evening Reporting Center as a sanction for technical probation violations so as to lessen the need for detention, but also respond to problematic behaviors in the community. We currently contract with staff from Reality House to provide Moral Resonation Therapy and with Boys and Girls Club to provide programming two days a week. We purchase food supplies that provide meals and snacks for our youth that provide nutritious benefits for youth while attending the Evening Reporting Center. We also purchase the Moral Resonation Books.

Project Goals and Objectives:

Goal: Provide a detention alternative to youth that is specific to a youth and family's need in order to prevent subsequent detentions/referrals and additionally provide post adjudication/dispositional services that can be used as a sanction to prevent further re-offenses and lessen the need to return to Court and/or have a juvenile detained.

ICIS Objectives:

Objective 1: Survey each family who receives services under the program and report number and percentage who reported the service met their needs and was helpful to them.

Objective 2: Track the number and percentage of youth who receive services and who receive a new law violation referral prior to their intake conference/court hearing as well as the number and percentage of youth who receive subsequent law violation referrals following their release from the program.

Objective 3: Track the number of youth who receive services who are detained prior to successfully completing the program as well as the number and percentage of youth who are detained following release from the program.

GPS/Cell Unit Monitoring:

Objective 1: Track the number of youth who are placed on GPS and Cell Unit Monitoring as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed on GPS and Cell Unit Monitoring who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed on GPS and Cell Unit Monitoring who violate the conditions of GPS/Cell Unit Monitoring and are subsequently detained.

Shelter Care:

Objective 1: Track the number of youth who are placed in Shelter Care as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed in Shelter Care who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed in Shelter Care who violate the conditions of Shelter Care and are subsequently detained.

Evening Reporting Center:

Objective 1: Track the number of youth who are placed in the Evening Reporting Center as well as the number and percentage of youth who receive a new law violation referral prior to their intake conference/court hearing.

Objective 2: Track the number of youth who are placed in Evening Reporting Center who fail to appear for their scheduled intake/court hearing.

Objective 3: Track the number of youth who are placed in Evening Reporting Center who violate the conditions of Evening Reporting Center and are subsequently detained.

Sustainability:

If funding is no longer available for these programs we will examine resources from our existing budget to cover the cost of the programs. We would have to evaluate our detention alternatives and post adjudication/dispositional programming and the success of each and then determine which alternatives and post adjudication/dispositional services we are able to continue funding using our existing contractual dollars.

Budget:

ICIS: \$625/juvenile and family x 20 juvenile/families = **\$12,500**. This breakdowns to approximately 18 hours of counseling and crisis services from a provisionally or fully licensed clinical social worker or professional counselor over a two week period @ \$34.72/hour. The \$625 payment to a provisionally or fully licensed clinical social worker or professional counselor would cover any mileage or administrative cost associated with them providing this service.

GPS/Cell Unit Monitoring: \$5.00/day x 1000.16 days of Cell Unit Monitoring = \$5,000.8 and \$5.25/day x 119.84 days of GPS monitoring = \$629.2 for a total of **\$5,630**. We estimate providing 1000.16 days of Cell Unit Monitoring to 71 youth for approximately fourteen days each which comes to \$71.44/youth. We also estimate providing 119.84 days of GPS monitoring to 9 youth for approximately fourteen days each which comes to \$69.91/youth.

Shelter Care: Current state of Missouri Emergency Residential care rate of \$79.85/day x 40 days= **\$3,194**. This is based on serving 8 youth staying an average of five days. \$79.85 x 5 days=\$399.25/youth.

Evening Reporting Center: The cost per youth is \$65.45, which entails \$20.00 for Boys and Girls Club, \$25.00 for an MRT workbook, \$16.50 for meals, and \$3.95 for snacks. Therefore with 50 youth at \$65.45 each = **\$3,272**

Summarization:

ICIS: \$12,500
GPS/Cell Unit Monitoring: \$5,630
Shelter Care: \$3,194
Evening Reporting Center: \$3,272

Total Funding Request: **\$24,596**

County Treasurer to which all reimbursements will be made: Nicole Galloway,
Boone County Treasurer

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

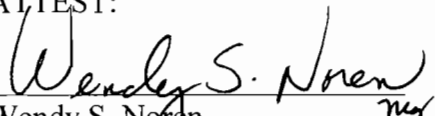
In the County Commission of said county, on the 17th day of July 20 14

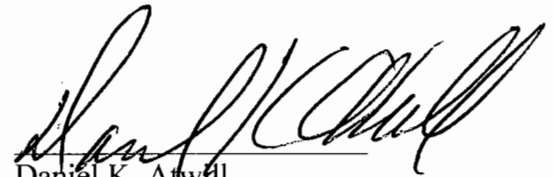
the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the Village of Hartsburg as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

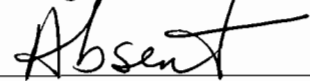
Done this 17th day of July, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner


Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
Acting Presiding Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPROVED APPLICATION-BASED PROJECT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 17th day of July, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **Village of Hartsburg**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an application entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Nine Thousand Two Hundred Fifty Dollars and Thirty-Five Cents (\$9,250.35)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned Commission Order

609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 464-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

BOONE COUNTY

By:

Randy K. Hill
Presiding Commissioner

Date: 7-17-14

ATTEST:

Wendy S. Noren
County Clerk

APPROVED AS TO FORM:

J. Brown
County Attorney

Boone County Auditor Certification:

I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)

Jane E. Pitchford
County Auditor

7/10/14

Date

2049-71452

VILLAGE OF HARTSBURG

By:

Robert F. Brown
Authorized City Representative

Date: 7-7-2014

ATTEST:

Caroline L. Helgedink
City Clerk

APPROVED AS TO FORM:

Culler
City Attorney

2014 Road & Bridge Sales Tax Distribution
 Period: March 2013 - February -2014

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:
2001	0.28	0.05
2002	0.28	0.05
2003	0.28	0.05
2004	0.28	0.05
2005	0.2601	0.0475
2006	0.2601	0.0475
2007	0.2601	0.0475
2008	0.2601	0.0475
2009	0.2632	0.0475
2010	0.2649	0.0475
2011	0.2657	0.0475
2012	0.2677	0.05
2013	0.2677	0.05

FY 2013 R&B Sales Tax Revenue:
 Less: Total Property Tax Reduction Due to Voluntary Rollback:
 Net Additional Sales Tax Revenue:

13,149,084.10
 (5,440,458.22)
7,708,625.88

82.25% Retained by County
 1.00% Allocated to Application Entitles:
 2.25% Allocated to Formula Entitles (excl Columbia)—B
 100.00%

6,340,344.78
 77,086.26
173,444.08
7,708,625.88

A= Distribution Frequency = Annual
 M= Distribution Frequency= Monthly
 C= Distribution Frequency determined by Contractual Terms

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Property Tax Pass Thru to CSRD Fund 700	Statutory Dist. To Cities Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back
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Cities, Towns, Villages:

Ashland	Formula	50,218,025	2.7%	50,218,025	44.4%	26,283.37	A	A
Centralla	Formula	47,020,403	2.5%	47,020,403	41.5%	24,567.05	A	A
Columbia	Formula	1,751,870,633	93.9%	n/a	n/a	209,447.47	A	A
Hallsville	Formula	15,980,510	0.9%	15,980,510	14.1%	1,902.24	A	A
Harrisburg	Application	n/a	n/a	n/a	n/a	295.49	A	A
Hartsburg	Application	n/a	n/a	n/a	n/a	99.01	A	A
Rocheport	Application	n/a	n/a	n/a	n/a	338.05	A	A
Sturgeon	Application	n/a	n/a	n/a	n/a	749.77	A	A
Huntsdale	Application Pool	n/a	n/a	n/a	n/a	21.83	A	A
McBaine	Application Pool	n/a	n/a	n/a	n/a	6.09	A	A
Pierpoint	Application Pool	n/a	n/a	n/a	n/a	133.42	A	A
Application Pool	Application Pool	n/a	n/a	n/a	n/a	580.86	A	A
SubTotal All Cities, Towns, Villages:				224,663.70		978,695.34		

Road District

CSRD		62,505,686	n/a	24,698.29	M	113,359.55	M	
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Grand Total

		100.0%		224,663.70		1,092,054.89		
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General Ledger Accounts:
 Office Preparing Payment Requisition:

2009-71452	Resource Mngt	2049-71451	Resource Mngt	2049-71451	Resource Mngt	2049-71453	Resource Mngt
7000-86890	Treasurer	2049-71350	Resource Mngt	2049-71405	Resource Mngt		

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Property Tax Pass Thru to CSRD Fund 700	Statutory Dist. To Cities Actual R&B Prop Tx	Sales Tax Needed to Cover PropTax Roll Back	Sales Tax Distribution To Application Entitles	Sales Tax Distribution To Formula Entitles (B)	Total
Ashland	Formula	50,218,025	2.7%	50,218,025	44.4%	26,283.37	A	A	n/a	76,990.76	136,229.69
Centralla	Formula	47,020,403	2.5%	47,020,403	41.5%	24,567.05	A	A	n/a	72,032.21	127,500.69
Columbia	Formula	1,751,870,633	93.9%	n/a	n/a	209,447.47	A	A	n/a	n/a	2,063,125.23
Hallsville	Formula	15,980,510	0.9%	15,980,510	14.1%	1,902.24	A	A	n/a	24,481.11	49,262.20
Harrisburg	Application	n/a	n/a	n/a	n/a	295.49	A	A	12,333.80	n/a	13,917.06
Hartsburg	Application	n/a	n/a	n/a	n/a	99.01	A	A	9,250.35	n/a	9,780.62
Rocheport	Application	n/a	n/a	n/a	n/a	338.05	A	A	14,646.39	n/a	16,457.51
Sturgeon	Application	n/a	n/a	n/a	n/a	749.77	A	A	37,001.40	n/a	41,019.68
Huntsdale	Application Pool	n/a	n/a	n/a	n/a	21.83	A	A	95.05	n/a	116.88
McBaine	Application Pool	n/a	n/a	n/a	n/a	6.09	A	A	26.49	n/a	32.58
Pierpoint	Application Pool	n/a	n/a	n/a	n/a	133.42	A	A	580.86	n/a	714.28
Application Pool	Application Pool	n/a	n/a	n/a	n/a	580.86	A	A	3,854.31	n/a	3,854.31
SubTotal All Cities, Towns, Villages:				224,663.70		978,695.34			77,086.25	173,444.08	2,456,010.73
Road District				24,698.29	M	113,359.55	M		n/a	n/a	253,687.23
Grand Total		100.0%		224,663.70		1,092,054.89			77,086.25	173,444.08	2,709,697.96

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
 County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

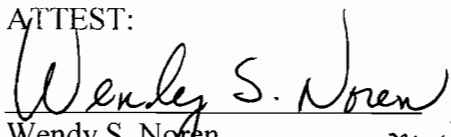
In the County Commission of said county, on the 17th day of July 20 14

the following, among other proceedings, were had, viz:

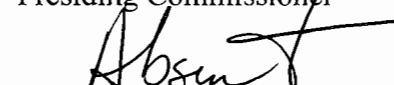
Now on this day the County Commission of the County of Boone does hereby approve the attached agreement to effectuate the Application-Based Funding from the County to the City of Rocheport as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.

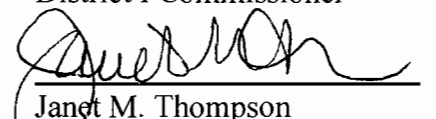
Done this 17th day of July, 2014.

ATTEST:


 Wendy S. Noren
 Clerk of the County Commission


 Daniel K. Atwill
 Presiding Commissioner


 Karen M. Miller
 District I Commissioner


 Janet M. Thompson
 Acting Presiding Commissioner

**BOONE COUNTY ROAD & BRIDGE IMPROVEMENT/REPAIR
COOPERATIVE AGREEMENT
APPLICATION ENTITIES¹**

THIS AGREEMENT, dated this 17th day of July, 2014, is made and entered into by and between **Boone County**, a first class non-charter county and political subdivision of the State of Missouri by and through its County Commission, herein "County" and the **City of Rocheport**, a municipal corporation, herein "City".

WHEREAS, County has, in Commission Order 249-2011, adopted updated policies regarding the distribution of certain road sales tax and property tax revenues, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, City is an "Application Entity" as described in the aforementioned Commission Order; and

WHEREAS, City has been classified as an Application Entity that will receive an annual amount as described in Commission Order 609-2012, the terms and conditions of which are incorporated herein by reference; and

WHEREAS, County is willing to enter into a cooperative agreement with the City for the improvement and/or repair of City's road system under certain terms and conditions; and

WHEREAS, the parties are empowered to enter into cooperative agreement(s) for the purposes herein stated pursuant to section 70.220 and section 229.040 RSMo.

NOW, THEREFORE, IN CONSIDERATION of the mutual undertakings and agreements herein contained, the parties agree as follows:

1. **PURPOSE.** The purpose of this Agreement is to effectuate the Application-Based Funding from the County to the City as contemplated in County's policies on distributing road sales tax revenue and road property tax revenues. The terms and conditions of Commission Order 249-2011 & 609-2012 are incorporated into this agreement by reference.
2. **COUNTY AGREEMENTS:**
 - a. County will pay to the City the sum of **Fourteen Thousand Six Hundred Forty Six Dollars and Thirty-Nine Cents (\$14,646.39)** as determined by the formula for Year 2 of the 6-year cycle as described in the aforementioned Commission

¹ Application entities are: Harrisburg, Hartsburg, Huntsdale, McBaine, Pierpont, Rocheport and Sturgeon.

Order 609-2012, for use solely in the completion of road improvement and/or repair projects.

3. CITY AGREEMENTS.

- a. City agrees to use the funds that it receives from County pursuant to this Agreement solely for improving and maintaining its roads and bridges in accordance with its Boone County Road & Bridge Improvement/Repair Cooperative Agreement General Agreement for funding, certified by Commission Order 468-2011 which is incorporated herein by reference.
- b. City agrees that it shall submit to an audit by the County or its designated auditor upon request for purposes of determining whether the funds received by the City from the County under this agreement have been expended in compliance with this agreement.
- c. City agrees that it shall reimburse the County for any funds paid to it under this agreement which are expended in violation of this agreement or applicable law, rule or regulation, within ninety (90) days of notification of such a finding by County.
- d. City agrees to timely provide any documentation or information reasonably requested by County which relates in any way to this Agreement.
- e. City agrees that it will be liable for, and agrees to be liable for, and shall indemnify, defend and hold the County of Boone harmless from all claims, suits, judgments or damages, including court costs and attorney's fees, arising out of or in the course of the operation of this agreement. Notwithstanding the foregoing, nothing herein is intended to waive either the City's or the County's sovereign immunity as to any third party.
- f. City agrees that, for any work not performed by the City's own employees, City will comply with any and all applicable competitive bidding statutes or ordinances, the state Prevailing Wage law, domestic products purchase laws and such other laws, rules and regulations which are applicable to the City in letting and carrying out contracts for "public works" as that term is defined in applicable statutes, rules, regulations, and ordinances.

4. **PAYMENTS IN EXCESS OF LEGAL OBLIGATIONS.** City represents that the payments from County to City contemplated herein are in excess of any legal obligations imposed on County by virtue of applicable Missouri law, including RSMo §137.556 and the ballot language presented to voters authorizing the current Road & Bridge Sales Tax Levy under RSMo §67.547.
5. **TIMING OF PAYMENTS.** The payments from County to City contemplated herein will occur one time per year, near the beginning of the fourth quarter of the calendar year, and after receipt of the fully executed annual agreement.
6. **REPORTING.** City shall file a written report with County, at least annually, detailing the road and bridge improvement projects funded in whole or in part with the funding received herein, as well as provide a summary of any planned, future projects that are anticipated to be funded with current or future funding from the County. Said reports shall be in sufficient detail so as to allow County to document what specific portions of any City project were funded or are contemplated to be funded with funds received from the County.
7. **ASSIGNMENT.** Neither party may assign or transfer any of its rights or obligations under this Agreement to any other person or entity without the prior, written consent of the other party.
8. **SOLE BENEFIT OF PARTIES.** This Agreement is for the sole benefit of City and County. Nothing in this Agreement is intended to confer any rights or remedies on any third party.
9. **RELATIONSHIP OF PARTIES.** Nothing herein shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent, or of partnership, or of joint venture, between the parties hereto.
10. **TERM.** This Agreement shall be in effect from its execution until January 1 of the following calendar year.
11. **TERMINATION.** Either party may terminate this Agreement upon thirty (30) days written notice directed to the other party.
12. **NONAPPROPRIATION.** The payments from County contemplated herein are conditioned upon there being a sufficient, unencumbered fund balance budgeted for that purpose. The County's obligations hereunder shall not in anyway be construed to be a

debt of the County in contravention of any applicable constitutional or statutory limitation or requirement concerning the creation of indebtedness by the County, nor shall anything contained herein constitute a pledge of the general credit, tax revenues, funds or moneys of the County beyond that which is specifically required by state law. Notwithstanding any provision of this Agreement, the decision whether or not to budget or appropriate funds, or to extend this Agreement for any subsequent fiscal year, is solely within the discretion of the then-current governing body of the County, it being understood that adjustments to an appropriation may be made by the County in accordance with its Economic Development Adjustment policies adopted as part of its policies relating to the distribution of road sales taxes and road property taxes.

13. **GOVERNING LAW AND VENUE.** This Agreement shall be governed by the laws of the State of Missouri, and any action relating to the same shall be brought in the Circuit Court of Boone County, Missouri.
14. **BINDING ON SUCCESSORS.** The covenants, agreements, and obligations herein contained shall extend to, bind, and inure to the benefit of the parties hereto and their respective successors and approved assigns.
15. **COUNTERPARTS.** This Agreement may be executed by the parties in several counterparts, each of which shall be deemed an original instrument.
16. **COMPLETE AGREEMENT.** All negotiations, considerations, representations, and understandings between the parties are incorporated herein, shall supersede any prior agreements, and may be modified or altered only in writing signed by the parties hereto.
17. **AUTHORITY OF SIGNATORIES.** Each of the persons signing this Agreement on behalf of either party represent that he/she has been duly authorized and empowered, by order, ordinance or otherwise, to execute this Agreement and that all necessary action on behalf of said party to effectuate said authorization has been taken and done.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed by their duly-authorized officers on day and year indicated by their signature below.

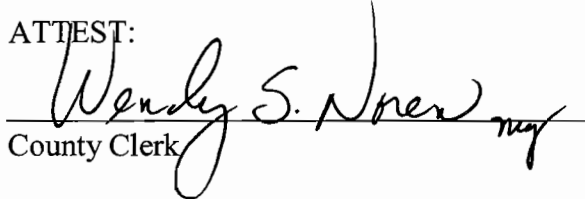
BOONE COUNTY

By:



Presiding Commissioner

Date: 7-17-14

ATTEST:

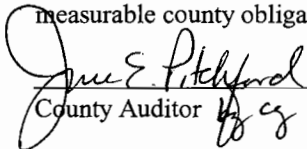

County Clerk

APPROVED AS TO FORM:


County Attorney

Boone County Auditor Certification:

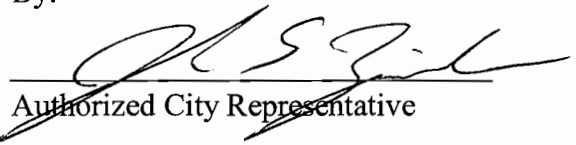
I hereby certify that a sufficient, unencumbered appropriation balance exists and is available to satisfy the obligation arising from this contract. (Note: Certification of this contract is not required if the terms of this contract do not create a measurable county obligation at this time.)


County Auditor

7/10/14 2049-71452
Date

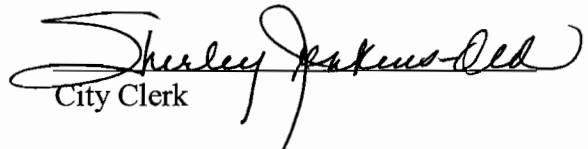
CITY of ROCHEPORT

By:

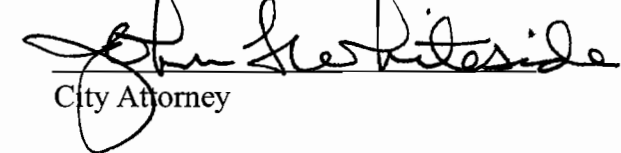

Authorized City Representative

Date: 6-7-14

ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

2014 Road & Bridge Sales Tax Distribution
 Period: March 2013 - February 2014

Tax Year	R & B Tax Levy Ceiling Rate:	Actual Road & Bridge Tax Levy Rate:
2001	0.28	0.05
2002	0.28	0.05
2003	0.28	0.05
2004	0.28	0.05
2005	0.2601	0.0475
2006	0.2601	0.0475
2007	0.2601	0.0475
2008	0.2601	0.0475
2009	0.2632	0.0475
2010	0.2649	0.0475
2011	0.2657	0.0475
2012	0.2677	0.05
2013	0.2677	0.05

FY 2013 R&B Sales Tax Revenue:
 Less: Total Property Tax Reduction Due to Voluntary Rollback:
 Net Additional Sales Tax Revenue:

13,149,084.10
 (5,440,458.22)
7,708,625.88

0.41
 0.59

82.25% Retained by County
 1.00% Allocated to Application Entities:
 2.25% Allocated to Formula Entities (excl Columbia)—B
 100.00%

6,340,344.78
 77,086.26
173,444.08
7,708,625.88

A= Distribution Frequency= Annual
 M= Distribution Frequency= Monthly
 C= Distribution Frequency determined by Contractual Terms

Entity	Classify for Formula	Actual AV at 31-Dec	AV% (A)	Actual AV at 31-Dec	AV% (B)	Property Tax Pass Thru to CSRD Fund 700	Statutory Dist. To Cities Actual R&B Prop Tx	Sales Tax Needed to Cover Prop Tax Roll Back	Sales Tax Distribution To Application Entities	Sales Tax Distribution To Formula Entities (B)	Total
Cities, Towns, Villages:											
Ashland	Formula	50,218.025	2.7%	50,218.025	44.4%		6,093.18	26,283.37	n/a	76,990.76	136,229.69
Centralla	Formula	47,020.403	2.5%	47,020.403	41.5%		5,637.15	24,567.05	n/a	72,092.21	127,500.69
Columbia	Formula	1,751,870.633	93.9%	n/a	n/a		209,447.47	912,389.46	n/a	n/a	2,063,125.23
Hallsville	Formula	15,980.510	0.9%	15,980.510	14.1%		1,902.24	8,292.45	n/a	24,481.11	49,262.20
Harrisburg	Application	n/a	n/a	n/a	n/a		295.49	1,287.77	12,333.80	n/a	13,917.06
Hartsburg	Application	n/a	n/a	n/a	n/a		98.01	431.26	9,250.35	n/a	9,780.62
Rocheport	Application	n/a	n/a	n/a	n/a		338.05	1,473.07	14,646.39	n/a	16,457.51
Sturgeon	Application	n/a	n/a	n/a	n/a		749.77	3,268.51	37,001.40	n/a	41,019.68
Huntsdale	Application Pool	n/a	n/a	n/a	n/a		21.83	95.05	n/a	n/a	116.88
McBaine	Application Pool	n/a	n/a	n/a	n/a		6.09	26.49	n/a	n/a	32.58
Pierpont	Application Pool	n/a	n/a	n/a	n/a		133.42	580.86	3,854.31	n/a	714.28
	Application Pool							978,695.34	77,086.25	173,444.08	2,456,010.73
SubTotal All Cities, Towns, Villages:							224,663.70	978,695.34	77,086.25	173,444.08	2,456,010.73
Road District											
CSRD		62,505,686	n/a		n/a	24,698.29	M	113,359.55	n/a	n/a	253,687.23
Grand Total			100.0%		100.0%	24,698.29	M	1,092,054.89	77,086.25	173,444.08	2,709,697.96

General Ledger Accounts:
 Office Preparing Payment Requisition:

2049-71452	Resource Mngt	2049-71451	Resource Mngt	2049-71453	Resource Mngt
7000-86890	Treasurer	2049-71350	Resource Mngt	2049-71405	Resource Mngt

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

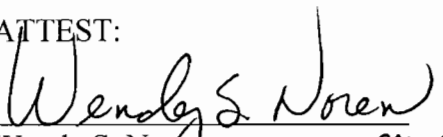
In the County Commission of said county, on the 17th day of July 20 14

the following, among other proceedings, were had, viz:

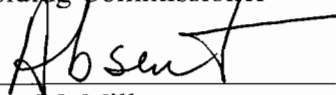
Now on this day the County Commission of the County of Boone does hereby authorize a closed meeting on Tuesday, July 22, 2014, at 1:30 p.m. The meeting will be held in Room 338 of the Roger B. Wilson Boone County Government Center at 801 E. Walnut, Columbia, Missouri, as authorized by RSMo 610.021(1), to discuss legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys and 610.021 (2) RSMo. to discuss the leasing, purchase or sale of real estate by a public government body where public knowledge of the transaction might adversely affect the legal consideration therefore.


Done this 17th of July, 2014.

ATTEST:


Wendy S. Noren
Clerk of the County Commission


Daniel K. Atwill
Presiding Commissioner


Karen M. Miller
District I Commissioner


Janet M. Thompson
District II Commissioner

CERTIFIED COPY OF ORDER

STATE OF MISSOURI }
County of Boone } ea.

July Session of the July Adjourned

Term. 20 14

In the County Commission of said county, on the 17th day of July 20 14

the following, among other proceedings, were had, viz:

Now on this day the County Commission of the County of Boone does hereby accept the plan of the County's tenant, Family Health Center of Boone County, to pay the remaining, outstanding portion of the 2013 City/County Condo Board assessment totaling \$7,448.00 in regular, monthly payments through the end of 2014, such that the entire balance will be paid in full by December 31, 2014. A breakdown of the expected rent payments for July, 2014 through December, 2014, is attached hereto and incorporated herein by reference.

Done this 17th day of July, 2014.

ATTEST:

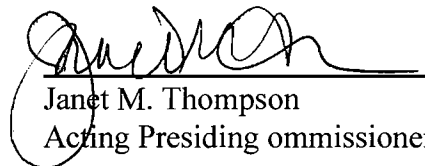
Wendy S. Noren
Wendy S. Noren
Clerk of the County Commission



Daniel K. Atwill
Presiding Commissioner

Absent

Karen M. Miller
District I Commissioner



Janet M. Thompson
Acting Presiding Commissioner

FHC Monthly Rent Payment through December, 2014:

Rent	\$6,802.00
Condo Assessment	\$1,906.00
Major Replacement	\$585.92
2013 Assessment pay-back	\$1,055.50
TOTAL:	\$10,349.42

**This is the payment to expect from July, 2014 through December, 2014.